## IN THE DISTRICT COURT OF POTTAWATOMIC COUNTY FILED STATE OF OKLAHOMA IN THE DISTRICT COURT

CITIZEN POTAWATOMI COMMUNITY COMMUNITY DEVELOPMENT CORPORATION,	APR 1 1 2024 ) POTTAWATOMIE COUNTY, OK
Plaintiff,	) VALERIE N. UELTZEN, COURT CLERK BYDEPUTY )
V	) ) CJ-2024-141
NATHAN O. BEAUCHAMP; ADA OUTDOORS, LLC, an Oklahoma limited	) )
liability company;	)
SHAWNEE OUTDOORS, LLC, an Oklahoma limited liability company;	)
BOARD OF COUNTY COMMISSIONERS OF PONTOTOC COUNTY;	) )
TREASURER OF PONTOTOC COUNTY; CAPITOL SERVICES, LLC, an Oklahoma corporation,	) )
CATERPILLAR FINANCIAL SERVICES CORPORATION, a foreign corporation;	) )
CITIZENS BANK OF ADA, an Oklahoma banking corporation; CORPORATION SERVICE COMPANY, a foreign corporation; FIRST UNITED BANK AND TRUST CO., an Oklahoma banking corporation;	) )
HUNTINGTON DISTRIBUTION FINANCE, a foreign corporation; MAGOO FINANCIAL, a foreign corporation; OKLAHOMA HERITAGE BANK, an Oklahoma banking	) ) )
corporation; TCF INVENTORY FINANCE, a foreign corporation; and THE UNITED STATES SMALL BUSINESS ADMINISTRATION,	) ) )
Defendants.	) }

### **PETITION**

COMES NOW Plaintiff, CITIZEN POTAWATOMI COMMUNITY DEVELOPMENT CORPORATION ("Plaintiff") and for its causes of action against the Defendants NATHANIEL O. BEAUCHAMP ("Beauchamp"), in his personal capacity and as member of the limited liability companies named as Defendants; ADA OUTDOORS, LLC (Ada Outdoors), an Oklahoma limited liability company, (these three collectively referred to as the "Borrowers")

and BOARD OF COUNTY COMMISSIONERS OF PONTOTOC COUNTY, TREASURER OF PONTOTOC COUNTY, CAPITOL SERVICES, LLC, an Oklahoma corporation, CATERPILLAR FINANCIAL SERVICES CORPORATION, a foreign corporation, CITIZENS BANK OF ADA, an Oklahoma banking corporation; CORPORATION SERVICE COMPANY, a foreign corporation, FIRST UNITED BANK AND TRUST CO., an Oklahoma banking corporation, HUNTINGTON DISTRIBUTION FINANCE, a foreign corporation, MAGOO FINANCIAL, a foreign corporation, OKLAHOMA HERITAGE BANK, an Oklahoma banking corporation, TCF INVENTORY FINANCE, a foreign corporation, and THE UNITED STATES SMALL BUSINESS ADMINISTRATION (all collectively, the "Defendants"), alleges and states:

- 1. Plaintiff is an enterprise of the Citizen Potawatomi Nation, a federally recognized sovereign Native American tribe.
- 2. Nathaniel O. Beauchamp is an individual person and resident of Pottawatomie County, Oklahoma, who may be served at 35766 Braums Road, Wanette, OK 74878.
- 3. Shawnee Outdoors, LLC is an Oklahoma limited liability company and, upon information and belief, may be served through its Registered Agent, Nathaniel O. Beauchamp at 35766 Braums Road, Wanette, OK 74878.
- 4. Ada Outdoors, LLC is an Oklahoma limited liability company and, upon information and belief, may be served through its Registered Agent, Nathaniel O. Beauchamp at 1030 W. 12th Street, Ada, OK 74820.
- 5. Paula Hall, in her official capacity as Treasurer of Pontotoc County, may be served at 100 W 13th, Ada, Oklahoma 74820.
- 6. The Board of County Commissioners of Pontotoc County, in their official capacities, may be served at 100 W 13th, Ada, Oklahoma 74820.
- 7. Capitol Services, LLC is an Oklahoma corporation and may be served through its Registered Agent, Capitol Document Services, Inc. at 1833 Morgan Road, Oklahoma City, OK 73128.
- 8. Caterpillar Financial Services Corporation is a foreign corporation and may be served through its Registered Agent Corporation Service Company at 10300 Greenbriar Place, Oklahoma City, OK 73159
- 9. Citizen's Bank of Ada is an Oklahoma corporation, which may be served through its Registered Agent Jimmy Eppler at 123 W. 12<sup>th</sup> Street, Ada, OK 74820.
- 10. Corporation Service Company is a foreign corporation which may be served through its Registered Agent United States Corporation Company at 10300 Greenbriar Place, Oklahoma City, OK 73159 or at 801 Adlai Stevenson Drive, Springfield, IL 62703.
- 11. First United Bank and Trust Co. is an Oklahoma corporation, which may be served through its Registered Agent Spend Life Wisely Company, Inc. at 1400 W. Main, Durant, OK 74701.
- 12. Huntington Distribution Finance is a foreign corporation and may be served through its Registered Agent CT Corporation System at 1833 South Morgan Road, Oklahoma City, OK 73128.

- 13. Magoo Financial is a foreign corporation and may be served at 13943 Irvine Blvd, #85, Irvine, CA 92602.
- 14. Oklahoma Heritage Bank is a domestic banking corporation and may be served through its Registered Agent R. Darryl Fisher at 515 S. Hickory, Roff, OK 74865.
- 15. TCF Inventory Finance is an Oklahoma corporation, which may be served through its Registered Agent C T Corporation System at 1833 South Morgan Road, Oklahoma City, OK 73128.
- 16. The United States Small Business Administration is a federal agency which may be served through its registered agent Corporation Services Company at 801 Adlai Stevenson Drive, Springfield, IL 62703.
- 17. This Court possesses jurisdiction pursuant to 20 O.S. § 91.1 and venue is proper in this Court pursuant to 12 O.S. §§ 131, 134, & 143.

### CPCDC LOAN #8351

- 18. On or about June 21, 2018, Beauchamp and Ada Outdoors, for good and valuable consideration, made, executed and delivered to Plaintiff, a certain written Promissory Note in the original amount of Two Hundred Nine Thousand Seven Hundred Dollars (\$209,700.00). A copy of Note 8351 is attached hereto as Exhibit 1. Note 8351 had an original maturity date of July 1, 2023.
- 19. As part of the same transaction, and to secure Note 8351 Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff, a Real Estate Mortgage with Power of Sale (Mortgage 8351), which mortgaged and conveyed to the Plaintiff, the following described real estate:

A part of the SW/4 of Section 5, Township 3 North, Range 6 East of the Indian Base and Meridian, Pontotoc County, Oklahoma, described as follows: Commencing at the Southeast Corner of the SW/4 of SE/4 of SW/4 of said Section 5, thence S89°16'21"W along the South line thereof a distance of 376.56 feet to the point of beginning; thence continuing S89°16'21"W along said South line a distance of 276.06 feet to a point on the East right of way line of State Highway 1; thence N00°22'51"E along and with said East right of way line a distance of 239.82 feet; thence continuing along and with said East right of way on a curve to the left, said curve having a radius of 2034.86 feet which a chord bearing N02°27'47"W and a chord length of 201.97 feet, an arc distance of 202.05 feet; thence N89°16'54"E a distance of 280.56 feet; thence S00°20'06"E a distance of 441.62 feet to the point of beginning. (the "Ada Real Property")

with all the buildings and other improvements located or constructed on the real estate, fixtures, personal property, used on or in, and appurtenances to the real estate, and all rents, issues, profits, and income derived from the referenced property and a security interest

therein. Mortgage 8351 was recorded on or about June 25, 2018, with the Pontotoc County Clerk as Instrument No. 2018-3435. A copy of Mortgage 8351 is attached hereto as Exhibit 2.

- 20. As a part of the same transaction, and to secure Note 8351, Beauchamp and Ada Outdoors also made, executed, and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 3.
- 21. As a part of the same transaction, and to secure Note 8351, Beauchamp and Ada Outdoors also made, executed, and delivered to the Plaintiff a Limited Liability Company Guaranty and Pledging Resolution wherein they issued a security interest in "any and all assets of the Company" and guaranteed the indebtedness reflected in Note 8351. A copy is attached hereto as Exhibit 4.
- 22. As a part of the same transaction, to evidence the Security Interests, Plaintiff filed a UCC-1 at Oklahoma County Clerk Inst. No. 20180917020959120. Plaintiff filed a continuation of this UCC-1 on or about October 30, 2023 at Oklahoma County Inst. No. 2023103002105935. Copies are attached as Exhibits 5 & 6.
- 23. On or about January 14, 2019, Borrowers entered into a Cross-Default and Cross-Collateralization Agreement. A copy is attached hereto as Exhibit 7.

### CPCDC LOAN #8366

- 24. On or about May 28, 2019, Beauchamp and Shawnee Outdoors, for good and valuable consideration, made, executed and delivered to Plaintiff, a Promissory Note (Note 8366) in the original amount of One Hundred Two Thousand Twenty Dollars (\$102,020.00). A copy is attached hereto as Exhibit 8. Note 8366 had an original maturity date of June 1, 2022.
- 25. As a part of the same transaction, and to secure the payment of Note 8366, Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 9.
- 26. As a part of the same transaction, and to secure the payment of Note 8366, Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff a Security Agreement as to all business assets to include all furniture, inventory, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, and of all deposits. A copy is attached hereto as Exhibit 10.
- 27. As a part of the same transaction, and to secure the payment of Note 8366, Beauchamp and Ada Outdoors, made, executed, and delivered to the Plaintiff an Assignment of Leases, Rents, Profits from the property located at 40960 Hardesty Road, Shawnee, OK 74801. A copy is attached hereto as Exhibit 11.
- 28. As a part of the same transaction, to evidence the Security Interests, Plaintiff filed a UCC-1 on or about June 10, 2019 at Oklahoma County Clerk Inst. No. 201906100020581520. Plaintiff filed a continuation of this UCC-1 on or about February 14,

2024 at Oklahoma County Inst. No. 2024021402014055. Copies are attached as Exhibits 12 & 13.

### CPCDC LOAN #8394

- 29. On or about March 10, 2021, Borrower Defendants for good and valuable consideration, made, executed, and delivered to Plaintiff, a certain Promissory Note (Note 8394) in the original amount of Two Million Forty-four Thousand Eighty-nine Dollars (\$2,044,089.00). A copy of Note 8394 is attached hereto as Exhibit 14. Note 8394 had an original maturity date of July 15, 2021.
- 30. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff a Security Agreement, in any and all assets of the Company as collateral, including Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 5.56 rifle ammo (the "Ammunition"). This Security Agreement was recorded on or about April 26, 2021 at Pontotoc County Clerk's Instrument Number 2021-2467 and on or about April 5, 2021 at Pottawatomie County Clerk's Instrument Number 2021-4501. A copy is attached hereto as Exhibit 15.
- 31. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff an Assignment of Leases, Rents, and Profits from the Ammunition. A copy is attached hereto as Exhibit 16.
- 32. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 17.
- 33. As a part of the same transaction, and to secure the payment of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed, and delivered to the Plaintiff Pledging Resolutions. Copies are attached hereto as Exhibits 18 & 19.
- 34. As a part of the same transaction, to evidence the Security Interests, Plaintiff filed a UCC-1 on or about April 8, 2021 at Oklahoma County Clerk Inst. No. 2021040802033184. A copy is attached hereto as Exhibit 20.

### CPCDC LOAN #8530

- 35. On or about March 30, 2023, Beauchamp, Shawnee Outdoors, and Ada Outdoors, for good and valuable consideration, entered into a loan agreement with the Plaintiff, which was a renewal of Loan 8394.
- 36. As part of this loan agreement, Beauchamp, Shawnee Outdoors, and Ada Outdoors issued a Promissory Note to the Plaintiff for the amount of Two Million Three Hundred Thirty-Three Thousand Three Hundred Four Dollars and Five Cents (\$2,330,304.05) (Note 8530). A copy of Note 8530 is attached hereto as Exhibit 21.
- 37. As part of the same transaction, to secure Note 8394, as a renewal of Note 8394, Beauchamp, Shawnee Outdoors, and Ada Outdoors made, executed, and delivered to

Plaintiff a Modification of Mortgage 8351, on the Ada Real Property. A copy is attached hereto as Exhibit 22.

- 38. As a part of the same transaction, and to secure the payment of Note 8530, as a renewal of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed and delivered to the Plaintiff a Security Agreement, in any and all assets of the business, including the Ammunition. A copy is attached hereto as Exhibit 23.
- 39. As a part of the same transaction, and to secure the payment of Note 8530, as a renewal of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed and delivered to the Plaintiff a Guaranty Agreement. A copy is attached hereto as Exhibit 24.
- 40. As a part of the same transaction, and to secure the payment of Note 8530, as a renewal of Note 8394, Beauchamp, Ada Outdoors, and Shawnee Outdoors, made, executed and delivered to the Plaintiff a Limited Liability Company Guaranty and Pledging Resolutions. Copies are attached hereto as Exhibits 25 & 26.
- 41. Plaintiff has complied with all the terms, conditions precedent and provisions of said Notes and Mortgages and is duly empowered to bring this suit.
- 42. The Notes and Mortgages provide that in the event of a failure to pay monthly installments, the filing of a bankruptcy proceeding, or any other failure to keep or perform any of the conditions and covenants of the Notes and Mortgages, the entire principal sum and accrued interest, together with all sums secured by the Mortgage shall at once become due and payable at the option of the Plaintiff, and the Plaintiff will be entitled to foreclose the Mortgages and recover the unpaid principal thereon and all expenditures of the Mortgagee made thereunder, with interest thereon, and to have the premises sold and the proceeds applied to the payment of the indebtedness secured thereby, together with all legal and necessary expenses and all costs. The Borrowers have also cross collateralized the secured property and entered a cross default agreement.
- Agreements. As of April 10, 2024, the principal amount and accrued interest is \$2,454,630.56, plus accruing daily interest, attorney fees, costs and expenses, and other allowable charges. The mortgage constitutes a valid lien against the Ada Real Property, prior to and superior to any right, title, lien, estate or interest of the Defendants or any other party. The Security Instrument also constitutes a valid lien against the enumerated other secured property which priority may vary according to the particular asset and will be established after the Defendants answer and discovery is conducted, but Plaintiff seeks the maximal priority allowable by law.
- 44. After allowing all just credits there is due to Plaintiff on the Notes and Mortgages and other security instruments, through April 10, 2024, the principal sum and interest in the amount of \$2,330,204.05 plus interest accruing thereafter at 5% per annum until paid, with costs, expenses, and a reasonable attorney's fee, and for such sums as may be advanced or incurred by Plaintiff during the pendency of this action for taxes, assessments, hazard insurance premiums, expenses reasonably necessary for the

preservation of the premises or of the priority of Plaintiff's mortgage lien and for execution and sale on any judgment hereafter entered in this cause.

### **Defendants other than The Borrowers**

- 45. The County Treasurer of Pontotoc County, Oklahoma and/or the Board of County Commissioners of Pontotoc County, Oklahoma, may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the Ada Real Property by reason of ad valorem taxes due and delinquent. Such right, title, lien, estate, encumbrance, claim, assessment, or interest if any, is superior to the Mortgages of Plaintiff.
- 46. The Citizens Bank of Ada may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the Ada Real Property by a Mortgage given it by Ada Outdoors and recorded on or about December 7, 2018 at Instrument Number 2018-6486 and Subordination Agreement filed on or about December 13, 2018 at Pontotoc County Clerk Instrument No. 2018-6580. Such right, title, lien, estate, encumbrance, claim, assessment, or interest if any, is inferior to the Mortgages of Plaintiff.
- A7. The Borrowers are the subject of many UCC filings by the non-Borrower Defendants. Because the referenced collateral varies so greatly and Plaintiff has little more than the face of the UCC filings to review, the Plaintiff will recite in brief the UCC filings by the Defendants which its research has revealed, but will not assert an outright claim as to the priority of its security interests as to each Defendant, but preserves all it rights, and asserts that its security interests have the maximal priority allowable by law and, subsequent to answer and discovery by and between the Parties, will assert its claim as to the validity and priority of security interests other than its own with more particularity in subsequent pleadings.
- 48. Caterpillar Financial Services Corporation may claim some right, title, lien, encumbrance, claim, assessment, or interest in and to a Caterpillar 299D3XE Compact Track Loader by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2023021002013745.
- 49. The Citizens Bank of Ada, may claim some right, title, lien, encumbrance claim, assessment, or interest in and to
  - a. certain Kubota, Clark, and Caterpillar equipment by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20190124020075880 and a continuation filed at Oklahoma County Clerk Inst. No. 2023122002122436
  - b. furniture, fixtures, computers, tools, displays, and shelves and accounts receivable by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20150116020052870 and a continuation filed at Oklahoma County Clerk Inst. No. 20191204021211650.
- 50. Corporation Service Company may claim some right, title, lien, encumbrance, claim, assessment, or interest in and to the assets of Shawnee Outdoors and Ada Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2023072002071282.
- 51. First United Bank and Trust Company may claim some right, title, lien, encumbrance, claim, assessment, or interest in and to

- a. 2017 Kubota Tractor w/Loader M7-151 (Serial No. 10761), 2010 Kubota L5740 (Serial No. 70766), 1999 Ditchwitch 3700 DD (Serial No. 3R1334), 2001 Clark Forklift (Serial No. P365G05418721FB), Clark SC60 CGP 30 for Klift (Serial No. P365L-1269-9466FB) by a UCC-1 filed at Oklahoma County Clerk Inst. No.
- b. a 1996 Caterpillar Dozer and 2018 John Deere tractor by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2022082202088731.
- 52. Huntington Distribution Finance, Inc. and TCF Inventory Finance may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the assets of Ada Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20130328020302450, a continuation filed at Oklahoma County Clerk Inst. No. 20171229021290720, a continuation filed at Oklahoma County Clerk Inst. No. 2022101802108543, an amendment filed at Oklahoma County Clerk Inst. No. 2022101202106532, and a continuation filed at Oklahoma County Clerk Inst. No. 20230113020048.

20191010021039570, and

- 53. Capitol Services, LLC and/or Magoo Financial may claim some right, title, lien, encumbrance claim, assessment, or interest in and to all assets held by Shawnee Outdoors, LLC by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20200121020068380.
- 54. Oklahoma Heritage Bank may claim some right, title, lien, encumbrance claim, assessment, or interest in and to
  - a. a 2019 John Deere Tractor by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2022013102010248; and
  - b. certain Kubota, Cub Cadet, and Clark equipment by a UCC-1 filed at Oklahoma County Clerk Inst. No. 202001029021256080; and
  - c. Clark and Kubota equipment by a UCC-1 filed at Oklahoma County Clerk Inst. No. 2023091102089904
- 55. TCF Inventory Finance may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the assets of Ada Outdoors and/or Shawnee Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20200227020195390 and UCC-1s filed at Oklahoma County Clerk Inst. No. 20200306020230060 UC1 and 20200311020242110.
- 56. The United States Small Business Administration may claim some right, title, lien, encumbrance claim, assessment, or interest in and to the assets of Ada Outdoors and/or Shawnee Outdoors by a UCC-1 filed at Oklahoma County Clerk Inst. No. 20200727020887290 and at Oklahoma County Clerk Inst. No. 20200727020880840.
- 57. Defendants are notified that unless, within 35 days after receipt of this notice, they dispute the validity of this debt, or any portion thereof, Plaintiff will assume the debt to be valid. If the Defendants, or any of them, dispute the debt in writing within the 35-day period, that debt, or any portion thereof, is disputed, Plaintiff will obtain verification of the debt and mail a copy of the verification to Defendants. Upon Defendants' written request within the 35-day period, Plaintiff will also provide Defendants with name of the original creditor, if different from the current creditor. This litigation is an attempt to collect a debt and any information obtained from this communication will be used for that purpose.

### PRAYER FOR RELIEF

- 58. The Plaintiff prays that it recovers a judgment *in rem* against all the Defendants and a judgment both *in personam* and *in rem* against the Borrowers as to the Real Property and the Chattels, in an amount of, as of April 10, 2024, \$2,454,630.56 plus accruing interest, attorney fees, costs, expenses, and other allowable charges.
  - 59. The Plaintiff prays that it the Court determine that:
    - a. Plaintiff's Mortgage is a valid lien upon the Ada Real Property subject only to payment of delinquent *ad valorem* taxes, if any, and
    - b. the lien be foreclosed for such sums and against each Borrower Defendant, and the subject property be sold, with or without appraisement, as elected by the Plaintiff, and
    - c. the right, title, and interest of any and each Defendant and any person or entity claiming by or through them in and to the Ada Real Property, with exception of those identified in paragraph 45 above, be subject, junior, inferior to the liens of Plaintiff, and
    - d. the proceeds of the sale of the Ada Real Property be applied first to costs herein, then to the payment of unpaid *ad valorem* taxes, if any, to satisfaction of Plaintiff's claim and judgment, to any valid liens of inferior priority, with the surplus, if any, paid into the Court to abide further order,
    - 60. The Plaintiff further prays that the Court determine that:
- 61. Plaintiff's Security Instruments are a valid lien upon the secured property enumerated above,
- 62. The validity and then priority of any liens against the secured property enumerated above, giving Plaintiff's liens the maximal priority allowable by law, and
- 63. the lien be foreclosed for such sums and against each Borrower Defendant, and the secured property be sold, with or without appraisement, as elected by the Plaintiff, and
- 64. the proceeds of the sales applied first to costs herein, then to the payment and satisfaction of the valid lienholders in order of priority as established by the Court, with the surplus, if any, paid into the Court to abide further order

65. The Plaintiff further prays that the Court determine that, upon confirmation of the sale of the Real Property and Chattels, adjudge that the Defendants and all persons or entities claiming by, through, or under them be forever barred, foreclosed, and enjoined from asserting any claim to right, title, interest, estate or equity of redemption in and to the Real Property and other secured property, or any part thereof, and order such other and further relief as may be just and equitable.

Respectfully submitted,

George Wright, OBA #21873

1601 Gordon Cooper Drive

Shawnee, OK 74801

(405) 275-3121 | (405) 275-0198 (fax)

george.wright@potawatomi.org

ATTORNEYS FOR PLAINTIFF

CITIZEN POTAWATOMI COMMUNITY

**DEVELOPMENT CORPORATION** 

### <u>VERIFICATION</u>

STATE OF OKLAHOMA	)
	) SS:
COUNTY OF POTTAWATOMIE	)

Robert L. Crothers, Chief Operating Officer of Citizen Potawatomi Community Development Corporation, being first duly sworn, state that I am the Chief Operating Officer of the Plaintiff above named, and I have read the foregoing document and am familiar with the contents thereof. The matters and statements therein set forth afetrue and sofrect.

> ROBERT L. CROTHERS, COO CITIZEN POTAWATOMI COMMUNITY DEVELOPMENT CORPORATION

Subscribed and sworn to before me on this 11th day of April, 2024.

Notary Public

JORDAN GAIL OSWALD NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES NOV. 28, 2027 COMMISSION # 23015524

PROMISSO	RY NOTE – Fixed	or Variable Ra	te - C	ommer	cial	,	DATE OF NOTE 6/21/2018	
Contaction and	に注:《ADEBTOR!S'NAME	(S)\\d\\\\d\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	14.53	学学会人	*.Ye3*	WILENDER'S N	ANIE AND ADDRE	SSOPOEMIER WHILEMS
Ada Ouldoors, L				Citizen	Polaw.	atomi	•	
Nathan O. Beau	champ					evelopment Com	oration	
	. DEBTOR'S ADDRES	8 ,				hur, Suite 206		
1030 W 121h				Shawne	e, OK	74804		•
Ada, OK 74820							,*	
NOTE NUMBER	FIXED INTEREST RATE	MATURITY DATE	PRINC	PAL AMO	MT	SOCIAL SECURITY	Y TIN NUMBER:	360 DAY
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MEW LOAN						SEOFLOAN ,		•
RENEWAL OF LO	AN NUMBER(S) ID [] MULTIPLE ADVANCES	TIDENO DAILY DAILY OF THE			Purch	rase Land		
COLLATERAL DESCI		<u> </u>						
Land (SW/4, S5-	T3N-R6E) Pontotoc Co.	, Oklahoma, Tract#	1 First I	Mtg,				
Tract #2 2nd Mlg.	·							· · · · · · · · · · · · · · · · · · ·
PAYMENT TERMS					·			
Principal and inte	rest are due and payab	le in 59 equal installi	ment pa	ayments	consisi	ing of principal a	ind interest, in the	) alliquit of
\$4,201,96 each,	commencing on August	1, 2018 and continu	ing mo	ninly ther	eafter,	and one (1) fina	ı ınstalment payı	Helif collabalish or
the full amount o	f the principal and all ac	crued interest remain	nng du	e and pa	yable d	n July 1, 2023.		•

Notwithstanding any provision to the contrary, the law of Chizen Potawstomi Nation will govern the construction and enforcement of this agreement. All pariles understand and agree that Chitzen Potawstomi Nation Triba! Court has jurisdiction to resolve any dispute under this agreement has parties do hereby submit to the personal jurisdiction of and variee any objection to venue in, the Chizen Potawstom! Nation Triba! Court for the resolution of any dispute arising out of this agreement.

agreement.

PROMISE TO PAY, For value received, the undersigned Debier, whether one or more, and jointly and severally if more than one, agrees to the terms of this Note and promises to pay to the order of the Lender named above at its piece of business as indicated in this Note or at such other pieces as may be designated in writing by Leader, the Praincipal Amount of this Note together with interest on the unpaid Principal Amount until maturity at the per anoun interest rate or rates afted above and according to the Payment Terms stated in this Note, interest on this Note is calculated on the actual number of days alogsed on a basis of a 360 or 365 day year, as indicated above. For purposes of computing inderest and determining the date principal and interest payments are received, all payments will be deemed made only when received in collected funds. Payments are applied first to accrued and unpild interest any other charges, and then to uspild Principal Amount. In this Note, 'Debother' includes any party liable under this Note, Including understrate, co-makers, guaranters and other white, and 'Lender' includes all subsequent holders.

VARIABLE RATE. If this is a Variable Real tentaretion as indicated above, the interestrate shall vary from time to line with changes (whether increases or decreases) in the Rate shown above. The interestrate on this Nois will be the Index Rate plass a Nargin, IT any, as indicated above. Each oning will become effective on the same date the Index Rate, changes will become effective on the same date the Index Rate, it is endiged the stages unless a different officiency date is indicated above. If the Index Rate is Lender's base or prime rate, it is determined by Lender in its sole discretion, primarily on a basis of its cont of funds, is not necessarily the lowest rate Lender is obarging its customers, and is not necessarily a published rate.

LATE PAYMENTS. When permitted by law, any prisolpal and/or interest amount not paid within 5 catendar days after will be assessed 5,000% of the amount past due, as a late charge fee, in addition, any prisolpal and/or interest not paid by the maturity date of this Note shall thereafter best initious it the applicable rate stated in this Note, in no event shall the interest rate and related charges either before or after maturity be greater than permitted by law.

ALL PARTIES PRINCIPAL. All Debtors shall each be regarded as a principal and each Debtor agrees that any Debtor, with Lender's approval and without notice to any other Debtor, may from time to time renew this Note or consent to one or more extensions or deferrals of the Miturity Date for any termical or to any other modification(s), and all Debtors shall be Hable in state manner as on the original Note.

for any term(s) or to any other modification(s), and all Debtors shall be fiable in size manner as on the original Note.

ADVANCES AND PAYMENTS. If the Fully Advanced box is checked, that the Debtor school/edges that the earlier Principal Amount has been advanced to the Debtor or for Debtor's account or beastif, if the Mediliple Advances box is checked, then the Debtor understunds that the Lender will disburse the proceeds of this Note in Increments, up to the Principal Amount, but that even if the Debtor propays, the Debtor has no right to reberrow any amounts disbursted. The balance that the Debtor over under this Note is the aggregate of all such disburstenests, less any payments of principal made on this Note. Interest will account only on the school amount of principal will allow the desired and outstanding from time to lime. If the Revolving Credit box is checked, then the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor over under this Note is the aggregate of all such disburstenests, less any payments of principal made on this Note. Interest will accrue only on the actual ranount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands but the Lender will disburs the aggregate of all such disburstenests, less any payments of principal made on this Note. In the aggregate of all such disburstenests up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor over under this Note in the aggregate of all such disburstenests up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor over under this Note. The Debtor understand that the maximum amount of all such advances outstanding at any one time cannot exceed the Principal Amount, but that the Debtor over the principal amount advanced under this Note outs any collateral account, but that

PREPAYMENT. Debtor shall have the right to prepay all or any part of the principal due under this Note at any time, subject to the following conditions: (a) all interest must be paid through the date or any prepayment; (b) if this Note provides for monthly or other periodic payments, there will be no changes in the due date or amounts following any partial prepayments interest Lender agrees to such changes in writing; (c) upon prepayment, in whole or in part, Lender may charge and Debtor agrees to pay a Re or premium calculated as follows (bir feedpramium provision will not apply if prohibited by applicable law):

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COLLATERAL. This Note and all other obligations of Debtor to Lender, including reaewals and extensions, are secured by all collateral securing this Note and by all other security interests and mortgages proviously or later granted to Lender and by all money, deposits and other property owned by any Debtor and in Lender's possession or control.

and motigages proviously of Hiele spitted to Describe the by all noney, accounts and other property owned by any Debtor and in Lender's passession or control.

ACCELERATION. At option of Lender, the unpaid balance of bile Note and all other obligations of Debtor to Lender, whether direct or indirect, abroute or contingest, now existing or later string, shall become immediately due and psyable without notice or demand, upon or after the occurrence or existence of any of the following events or conditions: (a) Any payment after the occurrence or existence of any of the following events or conditions: (a) Any payment matching the Any Debtor's obligation of Debtor to Lender or to others is not made when due, or say event or condition occurs on exists which results in acceleration of the matching of any Debtor's obligation to Lender or to others under any geomitsory not experiently or provision contained in any losn agreement or in any instrument or document seconics, agreement or undertaking; (b) Debtor defaults in performing any covenant, obligation, warranty or provision contained in any losn agreement or in any instrument or document seconics prevention to the Note or any other note or obligation of Debtor to Lender to others; (c) any others provise to have been faite in any material respect when made or furnished; (d) any levy, szizure, gambioned or attachment is made against any axest of any Debtor, (e) Lender determines, at any time and in Lender's sole discretion, that the prospect of payment of this Note is impaired; (f) whenever, Lender's sole discretion, that the prospect of payment of this Note is impaired; (f) whenever, Lender's sole discretion, that the prospect of payment of this Note is impaired; (f) whenever, Lender's sole discretion, that the prospect of payment of the debt vedenced by this Note is contained and the vedenced by this Note is impaired; (f) whenever, Lender's sole discretion, the third in the debt vedenced by this Note is contained to the sole of the payment of the problement of the p

RIGHT OF OFFSBT. Except as otherwise restricted by law, any Indobtedness dee from Lender to Debter, including, without limitation, any deposits or credit balances due from Lender, is pledged to accure payment or this Note and any other obligations to Leader of Debter, and may at any time while the whole or any art of such obligations; iremain(s) unpid, ather before or after maturity of this Note, be set off, appropriated, held or applied lowerd the payment of this Note, be set off, appropriated, held or applied toward the payment of this Note or any other obligation to Lender by any Debter.

obligation to Lenser by My Desor.

ADDITIONAL PROVISIONS. (1) Limitations on Suit — Liability for damages which the Citizen Polayalom! Community Davalopment Corporation may be found responsible must arize totally pursuant to this Agreement and shall be a trictly limited to only the principal amount of the learn, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's ascurity Interest in Obligar's property (whichever is greater), and auch recovery, if may, shall be exclusively initied to only the active of the Corporation, 2012bator a signess, if requested, to furnish to, Lender copies of income tax returns as well, as balance sheets and income statements for each furnity are following Date of Phote and at more frequent disburse the processed of the Note in Intermedia up to the Principal Amount and intervals as Lender may require. (3) No walver by Leader of any payment or other right under this Note or any related agreement or documentalism shall operate as a valver of any other payment or right, All Debtors varve presentment, notice of acceleration, notice of dishonor and protest and consent to substitutions, releases and allier to perfect as to collateral and to addition or releases of any Debtor, (3) This Note and the obligations evidenced by it are to be contracted and governed by the laws of the site indicated in Lender's address shown in this Note. (5) All Debtors, agree to pay costs of collection including, as allowed by law, an attorney's fee equal to a minimum of 15% of all sums due upon definal or auch other maximum fee as allowed by two, (6) All Debtors, agree to pay costs of collection including, as allowed by law, an attorney's fee equal to a minimum of 15% of all sums due upon definal or auch other maximum fee as allowed by two, (6) All Debtors, spree to provide providence receiving a completed copy of this Note and related documents, which contain the complete and entire agreement behyven Lender and any party liable for payment or renewal (collectively retred to as a Re

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	Ada Ouldoors, Q-C	
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Naihan O. Beauchamp, Managing Member	Nathan O. Bead tramp, Individual	
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I hereby certify that I received \$ 209,70 and issued receipt No. 1376 in payment of mortgage tax on the within Mortgage,
Dated this 25 day of her 2018.
Paula Hall, County Treasurer
Pontotoc County, Oklahoma

### REAL ESTATE MORTGAGE WITH POWER OF SALE

Ada Outdoors, LLC 1030 W 12<sup>th</sup> Ada, OK 74820

www.Proving and restance and a second and an experience of When Recorded (Return Total)

Chizen Potawatomi Community Development Corporation 130 E. MacArthur, Suite 206 Shawnee, OK 74804

KNOW ALL PERSONS BY THESE PRESENTS that: Ada Ontdoors, LLC, an Oklahoma Limited Liability Company

KNOW ALL PERSONS BY THESE PRESENTS that Ada Ontdoors, LLC, an Oklahoma Limited Liability Company

(called "Mortgagor," whether one or more) mortgages to: Citizen Potawatomi Community Development Corporation

(called "Mortgagor," whether one or more and which term shall be constructed to include Mortgagor's successors and assigns) the following described real estate

and premises located in Porntolog:

A part of the SW/H of SEATOM Promise and which term shall be constructed to include Mortgagor's successors and assigns) the following described real estate

A part of the SW/H of SEATOM Promise Promise

Montgagor warrants the fittle to the Mortgaged Property.

This Moreage is given to secure the payment and performance of all of the following (collectively, the 'Debt'):

(a) The indebtedness evidenced by the following described promistory Note(s) (the 'Note,' whether one or more) and any modifications, renewals or substitutions of Note \$4551 in the Principal Amount of \$209,700.00 in the name of Ada Outdoors, LLC with a maturity date of July 1, 2023

- All sums advanced or paid by Mongagee on account of the failure of the Mongagor to comply with the terms or covenants of this Mongage or other documents signed by the Mongagor;
- (c) All future leans and advances and all future renewals of loans which Montagee may make to Montage or to the Debtor identified in the Note, if different from Montage or (the "Debtor"); and all other debts, obligations and liabilities of every kind and character of Montage or Debtor now existing, whether or not explicitly reterred to, or arising in the future in favor of Montages, whicher direct or indirect, absolute or contingent, or originally payable to Montage or any other person; and any renewals or extensions; provided, however, if the Montaged Property includes Montage or sprincipal dwelling or is otherwise a 1 to 4 family dwelling, the Montaged Property will not secure any future lean, edvance, debt, obligation or liability taken or incurred principally for a personal, family or household purpose.

Mostgaged fluther agrees (a) in pay and discharge all taxes and assessments on the Mostgaged Property before they become delinquents (b) to keep all the Mostgaged Property and improvements insured and under policies which are acceptable to, and for the benefit of, the Mostgaged. (c) to cuite all title defects or clouds on or claims agatant Mostgaged at the Worksgaged Property and (c) to keep all the Mostgaged Property in good condition and repair, and he repair or replace any damaged or destroyed Mostgaged Property; and (c) to defende any levels, lines, attachments, or these claims which post assess against the Mostgaged Property, Mostgaged assess with respect to the Mostgaged Property to comply which all environmental laws and regulations now in force or later promulgated and to divelope to Mostgaged Property to comply which all environmental laws and regulations now in force or later promulgated and to divelope to Mostgaged Property to comply which all environmental laws and regulations now in force or later promulgated and to divelope to mostgaged Property to comply which all environmental laws and regulations now in force or later promulgated and to divelope to environmental information regarding the environmental status of the Mostgaged Property and impress the property and interest on the Mostgaged Property Mostgaged Property and impress the property and indicated and the property and impress that the property is the property of undiscipated environmental heart on the Mostgaged Property may at opinon of Mostgage or any purchase laxurance or pay taxes, assessments or other liens and appropriate uring to protect the Mostgaged Property, and shall have a file accounted by this Mostgage and assignment for the amount of those sums with interest on those amount at the maximum rate of interest on any part of the Dobt secured by this Mostgage and assignment.

If the Mortgaged Property is Mortgagor's homesteed and one of the Mortgagors is the spouse of another Mortgagor or the Borrower identified in the Note but is not obligated under the Note, and is only signing this Mortgago to satisfy the requirements of Hitle 16 Okla. Stat. § 4 (which requires a spouse to sign a mortgage on homesteed property), then such Mortgagor is not obligated under the provisions of the immediately preceding paragraph and is only signing this Mortgago to convey his or her interest in the Mortgagor is reporty.

If Mortgages is required to give Mortgagor notice, notice mailed or delivered at least 5 days before action is taken will be considered reisonable.

Mortgagor confers on Mortgage or its attorney or agent the power to sell the Mortgaged Property and the Interests of all persons in it in the manner provided in the Oklahoma Power of Sale Mortgage Foreclosure Act (Title 46 Okla, Stat. § 40 et seg.). On the occurrence of an Event of Default (as described in this Mortgage), Mortgage may, at its option, accelerate payment of the Debt so that all the Debt shall be immediately due and psyable and may either exercise the Power of Sale or foreclose this Mortgage in Judicial foreclose the Time Individual Sale Mortgage in Judicial foreclose under the Mote (b) Mortgage falls to perform any covenant or agreement contained in this Mortgage or in any other Indebtedness, obligation or screement of the Debt of Mortgage or in any other indebtedness, obligation or screement of the Mortgage or to Mortgage or in any other indebtedness, obligation or screement of the Mortgage or in any other indebtedness, obligation or screement of the Mortgage or to mortgage or to another, (c) Mortgage or sells, conveys, transfers, by politecates, or in any other number excess to the two owners or in possession of all or any portion of or interest in the Mortgaged Property, except as agreed to by Mortgage in writing or as permitted under applicable law, or (d) Mortgage believes the prospect of payment under the Note is impaired or the Mortgaged Property is in Jeopardy.

Subject to the provisions of the Oklahoma Power of Sale Montage Foreclosure Act, Montages may accelerate payment of the Debt for the reasons stated in this Montage without notice to, or demand on, Montages.

The Morizagor interceably supoints the Morizagoe its lawful attenties in fact, with Power of Attorney in its name and stead to collect any income, rents, issues and profits arising from or accruing at any time final are due under each and all of the leases, contracts and agreements, written or verbal, now existing or exciting in the future with reference to the Morizagoe Property, with the same rights and subject to the same immunities, economiation of liability and rights of recourse and indemnity as the Morizagor would have. As often as any action may be taken to foreclose this Morizago or to exercise rights under the Power of Sale Morizago Portelosmo Act, the Morizagor agrees to pay an attorney's fee to the Morizagor agrees to pay an attorney's fee to the Morizagor agrees to pay an attorney's fee to the Morizagor agrees to pay an attorney after the Power of Sale Morizagor agrees to the Morizagor agrees to pay an attorney after the Power of Sale Morizagor agrees to pay an attorney after the Power of Sale Morizagor agrees to pay an attorney after the Morizagor agrees to pay an attorney after the Power of Sale Morizagor agrees to pay an attorney after the Power of Sale Morizagor agrees to pay an attorney after the Power of Sale Morizagor agrees to pay an attorney after the Power of Sale Morizagor agrees to pay an attorney and the Power of Sale Morizagor agrees to pay an attorney and the Power of Sale Morizagor agrees to pay an attorney and the Power of Sale Morizagor agrees to pay an attorney and the Power of Sale Morizagor agrees the Power of Sale Morizagor agrees to pay an attorney and the Power of Sale Morizagor agree and the Power of Sale Morizagor agree and the Power of Sale Morizagor agree and the Power of Sale Morizagor agrees and the Power of Sale Morizagor agrees and the Power of Sale Morizagor agree and the Power o

if there is a foreelestive of this Mortgage other than by Power of Sale, Mortgager walves appraistment of the Mortgaged Property, unless Mortgagee seeks an appraisal, Appraisal shall be at the sole option of the Mortgagee, to be declared when the petition to forcolose is filed or when judgment is taken.

Mortager understands and agrees that on Mortage of's default, a court may grant specific performance of Mortage of a greenents in this Mortage, and Mortage will have the right to take possession of the Mortage of Property by appointing a receiver in accordance with Title 12 Okia, Stal. § 1551.2 (c) which substitutes appointment when a condition of a mortage has not been performed and the mortage provides for appointment of a receiver. The court may also appoint a receiver upon other grounds as specified in Title 12 Okia, Stal. § 1551.

"A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELLIT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE."

I-2018-003435 Book 3226 Pg: 125 | 108/25/2018 2:43 pm Pg 0125-0126 | 108/25/2018 2:43 pm Pg 0125-0126 | Feet \$ 15,00 Doc: \$ 0,00 | Talmmy Brown Pontolog County Clerk | State of Oxford RB

Signed and Delivered on this Debra Date: 6/21/2018	A CONTRACTOR OF THE CONTRACTOR	2805)
	Nathan O. Beauchenp, Managing Member of Ada Outdoors, LLC	-
KKA EST WPT STEPT THE BUILDING	SALTING PARIOD HIPCOWN RIGHTS SERVES ENTRIGHT OF ROLL OF SARTIFF SERVICES.	_
COUNTY OF DOO TO TO C	355. 21 mm 1476 2018 .	
Nathan O. Beauchamp, Managi	ng Member of Ada Outdoors, LLC	by
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GUARANTY AGREEMENT	6/21/2018
Ada Outdoors, LLC	Citizen Potawatomi Community Development Corporation
1030 W 1247 Ada, OK 74820	130 E. MacArthur, Suite 206 Shawnee, Oklahoma 74804

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Ada Ouldoo			Development Corporation
Nathan O. E	reauchamp		130 E. MacArthur, Sulte 208
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Nathan O. Be	aucnamp .		VII
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30, MAILING ADDRESS Ok 74804 Shaynee 1545 Gordon Cooper Drive 4. COLLATERAL: This financing statement covers the following collected: PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise) including an assignment of monthly payments from CPN PD.

CITY . 1

Wanette

FIRST PERSONAL NAME

ADDITIONAL NAME (S) (INITIAL(S)

STATE POSTAL CODE

**GUFFIX** 

3. SECURED.PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3s or 3b)

Citizen Potawatomi Community Development Corporation

35766 Braums Rd

OR 3b. INDIVIDUAL'S SURNAME

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Felecia Freeman/405-878-4697				
B. E-MAIL CONTACT AT FILER (optional)				
ffreeman@cpcdc.org			•	•
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				
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Citizen Potawatomi Community Development Co	rporation			
1545 S. Gordon Cooper Drive	ł			
Shawnee, OK 74801	1			
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ASSIGNMENT (full or partial): Provide name of Assignee in Item 74 or For partial assignment, complete Items 7 and 9 and also indicate affected.	collateral to frem 8	refugite of stanighter	111 0410 4	
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6. CURRENT RECORD INFORMATION: Complete for Party Information Cha	INTE - Provide only one name (de or out			
Ada Outdoors, LLC	· FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	Oir I		}	USA
8. GOLLATERAL CHANGE: Also check one of these four boxes: Also check one of these four boxes:	DELETE collateral	RESTATE C	ovared collateral A	SSIGN collateral
Indicale collateral:				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS	AMENDMENT: Provide only one name (9)	a or 9b) (name of As	signor, if this is an Assignme	ni)
9. NAME OF SECONED PARTY OF RESOND AND AND AND AND AND AND AND AND AND A	name of authorizing Deblor			
GB. ORGANIZATION'S NAME				
Citizen Potawatomi Community Developm	nent Corporation			laverer.
OR 95. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
10. OPTIONAL FILER REFERENCE DATA:				
THE OF HUNAL PILER REPERENCE PAIA.			(563,95/5)	

### **Cross-Default; Cross-Collateralization**

Pledgor hereby acknowledges and agrees that (a) each other Loan Document and agreement between Pledgor and Secured Party is hereby amended, to the extent necessary, to provide that a Default or an Event of Default under this Agreement is a default or event of default, respectively, under each such Loan Document or agreement, and a default or event of default under any Loan Document or agreement between Pledgor and Secured Party is a Default or an Event of Default, respectively, under this Agreement, and (b) the Pledged Collateral secures the final and indefeasible payment to Secured Party in cash and performance of the Pledgor Obligations in full, whether now or hereafter outstanding under all other Loan Documents and agreements between Pledgor and Secured Party, and (c) that the Collateral and any other Property of any other Person pledged to Secured Party in connection with the transactions contemplated by this Agreement under any other Loan Document or agreement with Secured Party secures the final and indefeasible payment to Secured Party in cash and performance of the Pledgor Obligations in full.

Collateral being pledged hereunder is located in Pontotoc County and is more fully described in "Legal Description," attached hereto and made a part hereof.

Dated this 14th Day of January, 2019

Pledgor:

Ada Outdoors, LLC

**Shawnee Outdoors** 

Nathan Beauchamp, Individually

By: Nathan Beauchamp, Owner/Manager

RETURN TO: CPCDC

1545 Gordon Cooper Dr

Shawnee, OK 74801

STATE OF OKLAHOMA

COUNTY OF Pottowatomie

The foregoing instrument was acknowledged before me on this

Nathan O. Beauchamp, Individually and as Managing Member of Ada Outopors, LLC and Shawnee Outdoors,

LLC

My Commission Expires:

NOTARY PUBLIC

EXAMPLE A ENDITION ALL AND DEPARTS

| 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100



### **Attachment**

### **Legal Description**

A part of the SW/4 of Section 5, Township 3 North, Range 6 East of the Indian Base and Meridian, Pontotoc County, Oklahoma, described as follows: Commencing at the Southeast Corner of the SW/4 of SE/4 of SW/4 of said Section 5; thence S 89°16'21" W along the South line thereof a distance of 376.56 feet to the point of beginning; thence continuing S 89°16'21" W along said South line a distance of 276.06 feet to a point on the East right-of-way line of State Highway 1; thence N 00°22'51" E along and with said East right-of-way line a distance of 239.82 feet; thence continuing along and with said East right-of-way line on a curve to the left, said curve having a radius of 2034.86 feet which a chord bearing N 02°27'47" W and a chord length of 201.97 feet, an arc distance of 202.05 feet; thence N 89°16'54" E a distance of 280.56 feet; thence S 00°20'06" E a distance of 441.62 feet to the point of beginning.

**End of Legal Description** 

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1-2019-000269 Book 3274 Pg: 63 1-2019-000269 Book 3274 Pg: 63 01/17/201912:45 pm Pg 0062-0063 01/17/201912:45 pm Doo: \$ 0:00 UEVE AND RECORDS AT

# OKCOUNTYRECORDS.CON

PROMISSO	RY NOTE - Fixed	7ariable Rat	e - Co	mmer	cial	~ )	DATE OF NOTE 5/28/2019		
	SEX STEETOR SNAME		800038			SAN DENDERIST	ADDADDR	ESSKARKANARA	333555
Shawnee Outdoors, LLC Clitzen Potawatomi									
Nathan O. Beaut	champ		- 1			evelopment Cor	poration		
			l			Cooper Drive			
Sec. 2. 18 2. 1911 . 1	DEBTOR'S ADDRES	\$ ,		Shawne	e, OK	74801		•	
40960 Hardesty			ļ						
Shawnee, OK 7	4801		. [						
NOTE NUMBER	FIXED INTEREST RATE	MATURITY DATE	PRINCI	RINCIPAL AMOUNT SOCIAL			Y/TIN NUMBER:	360 DAY	Y
8366	PER ANNUM 7.75%	6/1/2022	\$102,	020.00				365 DAY	ď
MEW LOAN						SE OF LOAN	_ 41		
RENEWAL OF LO	n multiple advances	T REVOLVING CREDIT			repai	r or equipment i	n the gun range		
COLLATERAL DESCRI	RIPTION							4	
Ali business asse	ets to include all invento	ry, furniture, fixtures,	equipn	ient;					
	be acquired by the busi	ness and assignmen	t of CP	N PD					
monthly paymen	is,						·		
PAYMENT TERMS  Principal and inte	rest are due and navah	le in 35 enual installr	nent pa	vments	consist	ing of principal	and interest, in th	ie amount of	
Principal and interest are due and payable in 35 equal installment payments consisting of principal and interest, in the amount of \$3,185,18 each, commencing on July 1,2019 and continuing monthly thereafter, and one (1) final payment all remaining principal and									
	payable on June 1, 202				•	., ,	-	,	
		•							

Mouvilistanding any provision to the contrary, the law of Citizen Petavatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Petavatomi Nation Tribal Court has jurisdiction to resolve any dispute under this greement and the parties do hereby submit to the personal jurisdiction of and waive any objection to venue in, the Citizen Petavatomi Nation Tribal Court for the resolution of any dispute arising out of this agreement.

agreement.

PROMISE TO PAY. For value received, the undersigned Deblor, whether one or more, and jointly and severally if more than one, agrees to the terms of this Note and promises to pay to the order of the Lender named above at its place of business as indicated in this Note or at such other places as may be designated in writing by Lender, the Principal Amount of this Note together with interest on the unpud Principal Amount mad in maturity at the per namum interest rate or rates stated above and according to the Payment Terms stated in this Note, interest on this Note is calculated on the actual number of days elspaced on a basic of a 350 or 356 day year, as indicated show. For purposes of computing interest and determining the date principal and interest payments are received, all payments will be deemed made only when received in collected funds. Payments are repolled first to accrued and unputs interest and other charges, and then to unput Principal Amount. In this Note, Techtor' includes any party liable under this Note, including endorsers, co-makers, guarantors and otherwise, and "Lender" includes all subsequent holders.

\*\*ARIABLE PATE If this is a Varioble Pate transcations are indicated above. The Interest rate of the Amount of the other and the patent are actually as the Interest rate of the Amount of the Amount. In this Note, Techtor' includes any party liable under this Note, including endorsers, to-makers, guarantors and otherwise, and "Lender" includes all subsequent holders.

VARIABLE RATE. If this is a Variable Rate transaction as indicated above, the interest rate shall vary from time to time with changes (whether increases or decreases) in the Rate shown above. The interest rate on this Note will be the Index Rate plus a Margin, if any, as indicated above. Each change will become effective on the same date the index Rate changes unless a different effective date is indicated above. If the Index Rate is Lender's base or prime rate, it is determined by Lender in its 10cl discretion, primarily on a basis of its cost of finds, is not necessarily the lowest rate Lender is charging its outsomers, and is not necessarily a published rate.

LATE PAYMENTS. When permitted by law, any principal and/or interest amount not paid within 5 calendar days after will be assessed 5,000% of the amount past due, as a late charge fee. In addition, any principal and/or interest not paid by the maturity date of this Note shall thereafter bear interest at the applicable rate stated in this Note. In no event shall the interest rate and related charges either before or after maturity be greater than permitted by law.

ALL PARTIES PRINCIPAL, All Debtors shall each be regarded as a principal and each Debtor sprees that any Debtor, with Lender's approval and without notice to any other Debtor, may from time to time renew this Note or consent to one or more extensions or deferrals of the Maturity Date for any item(s) or to any other modification(s), and all Debtors shall be liable in same manner as

for any term(s) or to any other modification(s), and all Debtors shall be liable in same manner as on the original Note.

ADVANCES AND PAYMENIS, If the Fully Advanced box is checked, then the Debtor or for Debtor's account or benefit. If the Multiple Advances box is checked, then the Debtor or for Debtor's account or benefit. If the Multiple Advances box is checked, then the Debtor or for Debtor's account or benefit. If the Multiple Advances box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments, up to the Principal Amount, but that even if the Debtor prepays, the Debtor has no right to reborrow any amounts disbursed. The balance that the Debtor owes under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note. Interest will accrue only on the actual amount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note is increments up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor oves under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note, Interest will accuse only on the actual amount of principal disbursed and outstanding from time to time, if the Revolving Credit box is checked, then the Debtor understands that the Lender will deburse the proceeds of this Note in increments up to the Principal Amount and that the remaining terms of this paragraph shall apply to this Note. The balance that the Debtor oves under this Note is the aggregate of all such disbursements, less any payments of principal made on this Note, The Debtor understands that the Debtor was under this Note as the Principal Amount of all rooks all apply to this Note. The Debtor may repay and reborrow up to the Principal Amount during the term of this Note. The Debtor may repay and reborrow up

PREPAYMENT. Debior shall have the right to prepay all or any part of the principal due under this Note at any time, subject to the following conditions: (a) all interest must be paid through the date or any prepayment; (b) if this Note provides for mentily or other periodic payments, there will be no changes in the due dates or amounts following any partial prepayments unless Lender agrees to such changes in writing; (c) upon prepayment, in whole or in part, Lender may charge and Debtor agrees to pay a fee or preintime adoutated as follows (this fee/premium provision will not apply if prohibited by applicable law):

COLLATERAL. This Note and all other obligations of Debtor to Lender, including renewals and extensions, are secured by all collateral securing this Note and by all other security interests and mortgages previously or later granted to Lender and by all money, deposits and other property owned by any Debtor and in Lender's possession or control.

property owned by any Debtor and in Lender's possession or control.

ACCELERATION. At option of Lender, the unpaid balance of this Note and all other obligations of Debtor to Lender, whether direct or indirect, absolute or contingen, now existing or later acting, shall become immediately due and payable without notice or demand, upon or after the occurrence or existence of any of the following events or conditions: (a) Any payment required by this Note or by any other note or obligation of Debtor to conditions: (a) Any payment required by this Note or by any other note or obligation of Debtor to Lender or to others it not made when due, or any event or condition occurs or exists which results in acceleration of the maturity of any Debtor's obligation to Lender to to others under any promissory note agreement or undertaking; (b) Dobtor defaults in performing any coverant, obligation, warranty or provision contained in any loan agreement or in any instrument or document securing or no behalf of Debtor proves to have been false in any material respect when made or furnished to Lender by or on behalf of Debtor proves to have been false in any material respect when made or furnished: (a) any leave, scherue, garnishment or attachment is mude a gainst any asset of any Debtor, (c) Lender determines, at any time said in Lender's tool pidgment, the collateral for the debt evidenced by this Note becomes unsatisfatory or insufficient either in character or value and, upon request, Debtor falls to provide additional collateral for the collateral for the debt evidenced by this Note becomes unsatisfatory or insufficient either in character or value and, upon request, Debtor falls to provide additional collateral as required by Lender (g) all or any part of the collateral for the debt evidenced by this Note becomes unsatisfatory or insufficient either in character or value and, upon request, Debtor falls to provide additional collateral as required by Lender (g) all or any or of the debt evidence of the providence of the provi

RIGHT OF OFFSET. Except as otherwise restricted by law, any indebtedness due from Leuder to Debtor, including, without limitation, any deposits or credit balances due from Lender, is pledged to secure payment or this Note and any other obligation to Leader of Debtor, and may at any time while the whole or any art of much obligation(s) remain(s) impaid, either before or after maturity of this Note, be set off, appropriated, held or applied toward the payment of this Note, be set off, appropriated, held or applied toward the payment of this Note or any other obligation to Leader by any Debtor.

Note, he act off, appropriated, held or applied toward the payment of this Note of any other obligation to Lender by any Debtor.

ADDITIONAL PROVISIONS. (1) Limitations on Suit - Liability for damages which the Citizen Potavational Community Development Corporation may be found responsible must arise solely pursuant to this Agreement and shall be stickly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's security interest in Obligor's property (whichever is greater), and such recovery, if any, shall be reclaimvely limited to only the assets of the Corporation, (2)Debtor a grees, if requested, to furnish to, Lender copies of income tax returns as well, as behance sheets and income statements for each fixed year following Date of Not and at more frequent disbusse the proceeds of this Note in increments up to the Principal Amount and intervals as Lender may require. (3) No valver by Lender of any payment or other right under this Note or any related agreement or documentation shall operate as a waiver of any other payment or right. All Debtors waive presentment, notice of acceleration, notice of dishoner and protest and consent to substitutions, releases and failure to perfect as to collateral and to additions or releases of any Debtor. (4) This Note and the obligations evidenced by it are to be construed and governed by the laws of the state indicated in Lender's addices shown in this Note. (5) All Debtors, agree to pay costs of collection including, as allowed by law, an attorney's fee equal to a minimum of 15% of all suns due upon default or such other maximum fee as allowed by law. (6) All patties signing below acknowledge receiving a completed copy of this Note and related documents, which contain the complete and entire agreement between Lender and any party likelle for payment under this Note. No variation, condition, modification, change, ameadment, extension or renewal (collectively referred to as a "Revision") of this Note

Participation	SEDEBTORISSIGNATURE(S)
G-55-2-10-10-10-10-10-10-10-10-10-10-10-10-10-	Shawnee Outdoors, LLC
1 ASS	
Nathan O. Beauchamb, Individual	Nathan O. Beauchamp/Member of Shawnee Outdoors, LLC
	· V
\\\	

~	DATE OF AGREEMENT
GUARANTY AGREEMENT —	05/28/2019
DEBTOR'S NAME(S)	DENDER'S NAME AND ADDRESS
Shawnee Outdoors, LLC	Citizen Potawatomi
Nathan O. Beauchamp	Community Development Corporation
DERFORISADDRESS	
40960 Hardesty Road	
Shawnee, OK 74801	
	societ of which is acknowledged, and for the surpose of embling the Debtor to obtain or renew loans, credit or other thy and severally and unconditionally; (1) guarantees to the Lender that Debtor will fully and promptly say or otherwise.
rt	multing to time, become obligated to Lender as principal, guarantor, endorser, or in any other expecity, and whether loint artiless of the nature and form of indebledoess and whether due or not due; (2) agrees, without the Lender first having to

- or servent liability or liability certically direct design with Leader or through transfer from obers, and regardless of the assure and form of irelabateness and whether due or not due; (2) agrees without the Leader first having to precede agrees. To believe the problems and it locates, corts, amongs (see or respected with a preceded of the problems and it locates, corts, amongs (see or respected with a preceded of the problems and its locates, corts, amongs (see or respected with a preceded of the problems and its locates, corts, amongs (see or with a preceded of the preceded of the problems and its locates, corts, amongs (see or with the preceded of the problems) and the preceded of the problems and the problems and the preceded of the problems and the
- defense, claim, discharge or charwise of any indebtedears guaranteed by this Agreement of red the steasity of the indebtedears, and in the first of the steasity of the indebtedears and the state of the steasity of the indebtedears and the state of the state of a steasity of the indebtedears of Defent or Leader, (2) more, increase or site any indebtedears of Defent or Leader, (2) more, increase or site any indebtedears of Defent or Leader, (3) more, increase or site any indebtedears of Defent or Leader, (3) more, increase or site any indebtedears of Defent or Leader, (3) more, increase or site any indebtedears of Defent or Leader, (3) more increase or site any indebtedears of Defent or Leader, (3) more increase or site any indebtedears of Defent or Leader or any individual increased increase, a surroder, realize upon or otherwise of all or not deal with in any other tray property at my indepted to the property and in the steam of the state of the steam of the state o
- The undersigned waives (1) say and all acceptance of this Gurranty Agreement, (2) notice of the creation of any indebtedness; (3) any presentment, demand for payment, notice of default or non-payment, notice of acceleration, antice of alloyadism of steariny, notice of dishoner or protect to or upon any party and all other notices whatsoever whether required or permitted by this Gurranty Agreement, any other agreement, course of earling usage of trade, course of performance and, to the extent allowed, the lart, (5) any exercise of any strandy which the Leader now has or inter nequired segment in the Debtor or any other party; (5) any impairment of culturent, ideading, but not inside to, the failure to purfece, or a undustal perfection of a failurenty interest in collisions; and (6) any overly, or any store, or any store except, or any store (except net or or existings to first in firid) which materially increases the store of the undersigned's risk as puranter, including the manner of administration of the loan and changes in the form or manner in which may party does buttoers or in their found ill condition and any codes of any such change.
- This Guernby Agreement shall be absolute, unconditional and continuing guernary of payment and not of collection and shall be linding upon the undersigned, below or successors of the undersigned, and the exists of extense of the undersigned, and the exist of extense of the undersigned are of any pattern to or any other party linds upon any fold-beloness or other obligation hereby guernated; (2) irrespective of any factors, claim or disburge conflicts to the Debtor under law or under any segments with the Locater and (3) irrespective of any fallows. Claim or disburge conflicts to the Debtor under law or under any segments with the Locater and (3) irrespective of any fallows or dealy by the Locater to perfect or keep perfected say lies or accoming litterest in any collateral. This Guernary Agreement is an independent obligation which it separately enforceable from the obligation of the Debtor.
- All rights of the Lender are estemblive and not alternative to other rights. Suit may be brought against the undersigned or other parties likely, Jointy and severally, and against any one or more of them, and against all or less than all, without impubling the rights of the Lender, its assessort or assigns, against others of the undersigned. The Lender may sentle with any one of the undersigned or any other party for such sum or seems as it may see fit and releases such of the undersigned or color parties from all further likelity to the Lender for such indebtedness without imputing the right of the Lender to demand and collect the balance of such indebtedness from others of the undersigned or to prefessed.
- The Lender may usign this Agreement or my of its rights and powers under it, with all or any put of the indebtedness guaranteed, and may assign to my such assignee any of the recurity for the indebtedness. In the event of such assignment, the autignes shall have the same rights and remodies at if originally assent in this Agreement in place of Lender, and the Lender shall thereafter be fastly discharged from all responsibility with respect to any such indebtedness no assigned.
- Unless expressly limited by specific widing as set from in this Granusy Agreement, it is understood to be unlimited in amount. If limited, it is understood the limit means a fixed amount or percentage of any indebtedness remaining after application of the school proceeds of the disposition of any recurring to any unguaranteed portion of the indebtedness.
- Until the Indebtedness of the Debtor have been guid in full, the undersigned agrees to provide to the Leeder from time to time upon demand such financial statements, copies of tex returns, and other information as to the undersigned as the Leeder may restorably require.
- Any deposits or other sums credited by or sus from the Lender to the undersigned may be set off against my sad all Habilities of the undersigned to the Lender striking under the terms of this Guaranty Agreement. The sights granted by this paragraph shall be in addition to the rights of the Lender under any statutory banker's lien or common law right of office.
- Until the obligations of the Debtor have been paid in full the undersigned specifically waives all rights of subregation to the rights of the Lender; any cities to any security or its value to which the Lender has recourse, and all rights of remaining the of redward accounts of conditioning from other parties, whether principles or surveing, and all rights of subrequences. Į,
- The industrigued may, only by written notice given to and received by Lender, whithcur only from liability for individual indehedness of Debtor accepted by or incurred to Lender after the time of receipt of such solice by Lender, The liability and other interments of the indexigned shall not be otherwise affected but shall continue until all indehedness, including loss commitments, evaluing at the time of the receipt of such solice, and reservals or extensions of indehedness to which the undersigned contents, is fully paid. After any such revocation, Lender may exercise any rights granted in this Agreement without releasing the undersigned from liability.
- Notwithstanding the provisions of any sole or obligation to which this Guaranty Agreement spokes, it is the intention of the parties, and it is here provided, that a Guaranter shall not be highle for interest charges in excess of the reactions and other provisions. L
- The undersigned specifically wrives any right to setoff under 12 0.5, see, 646, 15 0.5, see, 341, or any like stantes, and agrees that the Leader way apply the second proceeds from the disposition of any security first to say unguaranteed pertien of the indebtedness. Any pury to this Governey Agreement has right to wrive still by jury and wrives all objections to venue in any action instituted by the Leader arising out of this Governey Agreement.
- Incurderigned with, as of the date of this Guaranty Agreement, any claim, as that term is defined in the Federal Basimptoy Code, which the undersigned might have or sequire against the Debtor saring from the evidence or performance of the undersigned's colligations under this Guaranty Agreement, and to that extent that the undersigned is not a creditor of the Debtor. In addition to the writer's of the status of creditor, it is agreed that the indebtodness guaranteed under this Guaranty Agreement excites all portions of the indebtodness paid by the Debtor during the period of time within one year prior to the filling of any basimptory, congruing the Debtor of the Debtor to the Ender of the debtor of the Ender of the Section of the Section Basimptory Code, to that extent, if demanded by the Debtor to the Code of the Section of the Section Basimptory Code, to that extent, if demanded by the Debtor of the Debtor to the Ender of the Section Basimptory Code, to that extent, if demanded by the Debtor of the Debtor of the Debtor of the Debtor of the Section of the Section Basimptory Code, to that extent, if demanded by the Debtor of the Debtor of the Debtor of the Section Basimptory Code, to that extent, if demanded by the Debtor of the Debtor of the Debtor of the Section Basimptory Code, to that extent, if demanded by the Debtor of the Debtor of the Debtor of the Debtor of the Section Basimptor of the Section Basimptor of the Section of the Section Sect
- The undersigned, by signing below, acknowledge having read this thursary Agreement, basing reviewed it to the extent desired with their legal consuct, and receiving a copy of it and also receiving an explication of any quantings. The undersigned may have to pay any ladebledness or obligation covered by this Garanty Agreement in the received the Debtor fills or retires or do so. The undersigned also present that they are explicated or accordance of the retirement in the received the Debtor fills or retires or do so. The undersigned also present that they are explicated inconsistent of the contract of
- This Guaranty and the obligations evidenced in it are to be construed and governed by the laws of the state indicated in the address of Lender shown above
- This Gueranty Agreement continues the entire agreement between the puries with respect to the obligations of the undersigned and the rights of the Lender under this Gueranty Agreement. This Gueranty Agreement earns the amount of the superant in writing signed by both the undersigned and the Lender, No condition as to the effectiveness or enforcement of this Gueranty Agreement exists except as stated in this Gueranty Agreement to Regardless of any other provides on this Gueranty Agreement to the contrary, and unders otherwise specifically released or modified by this Gueranty Agreement, all other obligations of the undersigned to Lender evidenced by a notice, journage or many or may other provides agreement remain in force and effect.
- Emilisions on Staft Likeling of changes which the Chizer a Potential Community Development Corporation may be found responsible must arise solely parament to like Agreement and shall be strictly limited to only the principal amount of the form, the Corporation's equity interest in the Debtor's resterpise, or the Corporation's security interest in Obligar's property (whichever is greater), and such recovery, if any, shall be exclusively induced to R, only the assets of the Corporation.
- Notwithstanding any provision to the contrary, the law of Cicizen Folawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Folawatomi Nation Tribal Court has particulation to reach any dispose under this agreement and the parties do hereby submit to the personal particulation of, and waive any objection to vesse in, the Citizen Folawatomi Nation Tribal Court for the resolution of any dispose are of this purpose.

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A PVI Att		
SHYTUAN PAUMM		
Robert L. Crothers, Commercial Loan		
Officer	1	
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	SECURITY AGREEMENT	DATE OF NOTE May 28, 2019
,	BE OF THE PROPERTY OF THE PROP	AVA-03-03-03-03-03-03-03-03-03-03-03-03-03-
	Shawnee Outdoors, LLC Nathan O. Beauchamp	Citizen Potawatomi Community Development Corporation
	40960 Hardesty Road Shawnee, OK 74801	

- GRANT OF SECURITY INTEREST. For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Oklahoma and/or Citizen Potawatomi Nation ("UCC"), and not defined in this Agreement has the meaning given to the term in the UCC, Debtor's location (if other than the address reflected above) is in the state of OK .
- DESCRIPTION OF COLLATERAL The "Colleteral" shall include: PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of each, instruments, chattel paper, general intangibles, accounts or otherwise) including an assignment of monthly payments from CPN PD.

The term 'Collateral" also includes to the extent not listed above as original collateral:

- After-Acquired Property. After-acquired property, provided, however, the security interest will not attach to (a) consumer goods, other than an accession when given as additional security, unless the Debtor acquires rights in them within 10 days after the Secured Party gives value; or (b) a commercial tort claim.
- Proceeds, Proceeds, products, additions, substitutions and accessions of the Collateral.
- Deposits. Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party to Debtor and any deposit or credit balances due from Secured Party to Debtor and any deposit or credit balances due from Secured Party to Debtor, and Secured Party any at any nine while the whole or any part of die Indebtedness remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward payment of die Indebtedness or any obligation of Debtor to Secured Party
- SECURED INDESTEDNESS. The security intrest granted under this Agreement secures the following (referred to as the "Indebtedness"); (1) the performance of all of the agreements, obligations, covenants and warranties of Debtor as set forth in this Agreement or any other agreement between Debtor and Secured Party; (2) all inhibites of Debtor to Secured Party (6) of the Secured Party, (6) all future advances front Secured Party to Debtor to Secured Party, (b) all future advances front Secured Party to Debtor, debtor to Secured Party, (b) all future advances front Secured Party to Debtor, debtor to Debtor to Secured Party, (b) all future advances front Secured Party to Debtor, debtor to Debtor's overdrafts, whether business or personal, (d) direct or indirect liabilities, or better the secured Party, (b) all future advanced; (3) all extensions, renewals and deferrals of liabilities of Debtor to Secured Party for any term or terms, to which the undessigned hereby consents; (d) all interest and other finance charges doe or to become due on the liabilities of Debtor to Secured Party; (f) All expenditures by Secured Party involving the performance or enforcement of Debtor's obligations, agreements, covexants and warranties under this Agreement or any other agreement between Debtor and Secured Party and (f) All costs, alternative fees and other finance of Secured Party in the collection slid enforcement of any obligation or liability of Debtor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collection.

stid enforcement of any obligation or liability of Debtor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collateral.

GENERAL PROVISIONS.

1. GOVERNING LAW. Motivalishanding any provision to the contrary, the faw of Citizen Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has jurisdiction to receive any depute under this agreement and the parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute anxieng out of this agreement.

2. WAIVERS. No sot, delay or omission, including Secured Party's written express waiver of a remedy after any default under this Agreement, shall constitute a waiver of any of Secured Party's rights and remedies are cumulative and may be corrolsed singly or concurrently. The waiver or exercise of any one or more rights or remedies will not be a waiver or a bar to the exceeds of any other rights or remedies will not be a waiver or a bar to the exceeds of any other rights or remedies will not be a waiver or a bar to the exceeds of any other rights or remedies will not be a waiver or a bar to the exceeds of any other rights or remedies will not be a waiver or a bar to the exceeds of any other rights or remedies or Debtor's duties as specified or allowed by this Agreement will be effective unless in writing and signed by a duly suthorized officier of Secured Party. Acceptunce of any partial or late payment shall not constitute a waiver of any requirement of this Agreement or impore any additional notification duties upon Secured Party. Debtor and all other signers, including guarantors, waive presentment, notice of dichonor and protest, notice of default, notice of intention to accelerate and notice of acceleration and coastent to any and all extensions of time for any term or terms regarding payment due, partial payments, o

this Agreement.

4. CHANGES IN TERMS. Secured Party reserves the right to change sily of the terms of this Agreement in accordance with applicable law and the provisions of this Agreement, S. TERM OF AGREEMENT. This Agreement, and the security interest created by this Agreement, will remain in force until all of the Indebtedness is peak in full, suless the security interest accreated by this Agreement is sealir released by Secured Party in writing.

6. RIGHTS OF SECURED PARTY ASSIGNABLE. Secured Party, at any time and at its option, may pledge, transfer or assign its rights under this Agreement in whole or in part, and my transfere or assignes shall have all Secured Party's rights or the parts of them to pledged, transferred or assigned. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's right or the parts of them to

- 7. JOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURETIES. The responsibilities of Debtor and any co-debtor, purrantor, surety or accommodation party under this Agreement are joint and several, and the references to Debtor in this Agreement shall be deemed to refer to each such person, including any person who pledges Collateral even if such pledges is not otherwise liable under any promissory note, guaranty or other instrument secured by this Agreement.

  8. SEPARABILITY OF PROVISIONS. If any provision of this Agreement shall for any reason be held invalid or unenforceable such invalidity or unenforceable such invalidity or unenforceable such invalid or unenforceable provision and never existed.

  9. ENTIRE AGREEMENT. This Agreement, and this Agreement shall be construed as if ruch invalid or unenforceable provision had never existed.

  9. ENTIRE AGREEMENT. This Agreement, together with any mortgage of real extate which may be Collateral, constitutes the entire agreement between the parties with respect to the subjects addressed herein. This Agreement may be amended or modified only by a writing signed by Secured Party specifying that it is a modification, amendment or addition to this Agreement.

- EVENTS OF DEFAULT. Debjor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of Default" in this Agreement:

  1. If any warranty, covenant, agreement, representation, financial information or statement made or furnished to Secured Party by Debtor, any guaranter or surety, or otherwise on Debtor's behalf to induce Secured Party to enter into this Agreement, or in conjunction with it, is violated or proves to have been false in any material respect when made or furnished.

  2. If any warnest promised in this Agreement or made or any material respect when
- The structure of the st

- of Debtor to Secured Party or to others is not made when due or in accordance with the terms of the applicable combact.

  3. If Debtor defaults in the performance of any covenant, obligation, warranty, or provision contained in this Agreement or any other agreement, mortgage or obligation of Debtor to Secured Party or to others, including without limitation Debtor's failure to insure the Collateral or undawful use of tile Collateral.

  4. If any event or condition exists or occurs which results in acceleration of the maturity of ally obligation of Debtor to Secured Party or to esters under any note, mortgage, indeadure, agreement, or undertaking.

  5. If anyonon makes any lavy against or seizes, gardshes or attaches any of the Collateral; for if Debtor consensually encounters any of the Collateral; or if Debtor sells, leases, or otherwise disposes of any of the Collateral without Secured Party's prior written consent as required by this Agreement or ally mortgage executed in connection with this Agreement.

- as required by this Agreement or ally mortgage executed in consecution with this Agreement.

  6. If the Colleteral is lost, stolen, substantially damaged or destroyed.

  7. If it is Secured Party's Judgment, the Collateral becomes unsatisfactory or insufficient in character or value, and upon request Debtor fails to provide additional Collateral as required by Secured Farty.

  8. If at any time Sourced Party, in its sole discretion, believes the prospect of payment or performance of any duty, covenant, warranty or obligation secured by this Agreement is impaired.

  9. If the consequence of any duty, covenant, warranty or obligation secured by this Agreement is
- impaired.

  9. If Debtor or any guarantor or sucety dies, dissolves, terminates existence, or becomes insolvent; if a receiver is appointed over any part of Debtor's property or any part of the Collisteral; if Debtor makes an assignment for the benefit of creditors; or if any proceeding is commenced under ally bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.

  10. If the Collisteral is removed from the location specified in this Agreement or in a separate notice to Secured Party without Secured Party's prior written content, except for temporary periods in the normal and eutolomary use of the Collisteral I. Secured Party shall receive at any time following the Closing a filing office report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

- ADDITIONAL PROVISIONS. The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement.

Citizen Potawalomi Community Development Corporation	Nathan O. Beauchaup, Individual	Nathan O. Beautramp, Member of Shawnee Outdoors, LLC
Robert L. Crothers-Commercial Loan		

ASSIGNMENT OF LEASES, RENTS, PROFITS (INDIVIDUAL - CORPORATION - PARTNERSHIP)	Shawnee, Oklahoma 74801:			
ASSIGNOR NAME AND ADDRESS	ASSIGNEE NAME AND ADDRESS			
Shawnee Outdoors, LLC Nathan O. Beauchamp 40960 Hardesty Road Shawnee, OK 74801	Citizen Potawatorni Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801			

FOR VALUE RECHIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

40960 Hardesty Road, Shawnee, OK 74801

Said payments/rents being assigned hereunder are more specifically described as "those certain monthly stipend/rental payments of \$3,000 paid to Assignor by the Citizen Potawatomi Nation, as rental for the unlimited use of the CPN Tribal Police Department."

This Assignment is conditioned on Assignor's default under a certain Promissory Note dated 5/28/2019 (the "Note"), and becomes effective after default (whether or not proceedings have been instituted to forcelose the Note by judicial forcelosure or Power of Salo) on the earlier of (1) Assignee taking possession of the Property, (2) it to appointment of a receiver for the Property, or (3) Assignee giving Assignor and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assignor agrees Assignee or its agents may, on Assignor's default under the Note, take possession of the Property and collect the rents and profits to apply to any amount Assignee, Assignee further agrees that on Assignor's default under the Note, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver simply when a condition of the Note has not been performed and the Note provides for appointment of a receiver. Assignor recognizes when Assignée receives the tents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive perating control, Assignee will not be considered a "Notee in possession." Assignar further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay tents and profits to Assignee.

Assignor agrees that no modification, termination, or renewal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of rents and profits, will be effective against Assignce unless Assignce consents in writing.

If any lesses obligated to pay Assignce does not do so, Assignce shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lesseo's failure to perform under a lesse. Assignor agrees to pay to Assignce a reasonable rental for Assignor's use and occupancy of the Property if, after default, Assignce makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Note and shall continue in effect in favor of any purchaser of the Property on foreclosure with respect to leases not terminated by foreclosure. However, at Assignment shall continue in effect in favor of Assignee with respect to leases not terminated by foreclosure until any deficiency owed Assignee after foreclosure is satisfied, at which time further payments under any such lease shall accrue to the purchaser of the Property or its assigns.

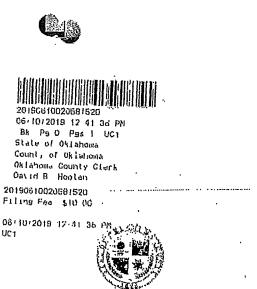
Assignce is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assignce agrees to indemnify and hold Assignce harmless from any liability, loss or damage, including costs and attorney's fees, suffered by Assignce under any lease or contract relating to the Property.

Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

Λ.,	SIGNATURE	(S) OF ASSIGI	NOR(S)	
Signed and Delivered on this Date: 5/29/2019	Nathan O, Beauchamp,	ndividual	Nathan O Beaucharto, Mari	aging Member
CKNOWEEDGMENT/EOR/AN/HNDIWED	ACKNOWLEDGEMEN			iershipadicares
TATE OF OKLAHOMA	}ss.		• .	
The foregoing instrument was acknowledg	ed before me on this	day of		b
Ay Commission Expires:			NOTARY PUBLIC Signature	



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UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS
A NAME & PHONE OF CONTACT AT FILER (optional) Felecia Freeman 405-878-4697
B. E-MAIL CONTACT AT FILER (cottonal)  ffreeman@cpcdc.org
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Citizen Potawatomi Community Development Corp. 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1. DEBTOR'S NAME: Provide only and Debtor name (talor 1b) (use exect, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of lien 1 blank, check here 📋 and provide the individual Debtor information in tem 10 of the Financing Statement Addendum (Form UCC1Ad) te: ORGANIZATION'S NAME. Shawnee Outdoors, LLC 15, INDIVIDUAL'S SURNAME COUNTRY STATE 10. MAILING ADDRESS 74801 USA OK 40960 Hardesty Road Shawnee : 2. DEBTOR'S NAME: Provide only one Debtor name (2s or 2b) (use exect, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here 🔲 and provide the individuel Deblor in ormation in item 10 of the Financing Statement Addendum (Form UCC1Ad) ADDITIONAL:NAME(S)(INITIAL(S) OR 26. INDIVIDUALS, SURNAME FIRST, PERSONAL NAME Nathan Beauchamp : COUNTRY CITY STATE POSTAL CODE 20. MAILING ADDRESS ... 74820 USA OK Wanette 35766 Braums Rd 3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY). Provide body one Secured Party name (38 or 3b) Citizen Potawatomi Community Development Corporation ADDITIONAL NAME(S) INITIAL(S) OR 36. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME STATE POSTAL CODE COUNTRY 30. MAILING ADDRESS CITY · 74804 1545 Gordon Cooper Drive Shaymee

4. COLLATERAL: This financing statement covers the following collateral: PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, equipment of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise) including an assignment of monthly payments from CPN PD.

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Felecia Freeman/405-878-4697	2024	021402014055			
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Shawnee Outdoors, LLC				L NAME(S)/INITI/	L(S) SUFFIX
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PROMISSO	RY NOTE – Fixed	or Variable Rai	te - Co	ommercial		DATE OF NOTE 03/10/2021		
(\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	DESTOR'S NAME	(\$)\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$	225.45	25550000000000000000000000000000000000	NEREZEENDER'S N		\$\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
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Shawnee Outdoors, LLC Community Development Corporation								
Nathaniel O. Be	auchamp .	•			Cooper Drive			
	The Late Address Address	Seeding oration originalism	200 0 200	Shawnee, Ok	dahoma 74801			
1030 W 12th Str		,						
Ada, OK 74820				,				
NOTE NUMBER	FIXED INTERESTRATE	MATURITY DATE	PRINC	RINCIPAL AMOUNT SOCIAL SECURI		TIN NUMBER:	160 DAY	
8394	PER ANNUM 5,0%	07/15/2021	\$2,04	4,089.00	-		☐ 365 DAY	
NEW LOAN RENEWAL OR LOAN NUMBER(S) PURPOSE OF LOAN To provide funding to the businesses herein described, for the purchase and re-sale of certain ammunition products, which have been pre-sold to Farris Brothers, Inc., of Hattlesburg, MS (Buyer).								
PAYMENT TERMS First Payment shall of the note, and du	ll be due on June 15, 2021, le on July 15, 2021	with a second, and fin	al paym	ent of \$31,000	) plus accrued interes	t and fees, in accor	dance with the terms	

Nelwithstanding any provision to the contrary, the law of Citizen Potawatomi Nation will govern the construction and saferconent of this agreement. All parties understand and agree that Citizen Potawatomi Nation Tribal Court has justidellon to resolve any dispute under this agreement and the parties of hereby webuilt to the personal justidellon of and walve any objection to venue in, the Citizen Potawatomi Nation Tribal Court for the resolution of any dispute artising out of this agreement.

spreament.

PROMISE TO PAY. For valus received, the underrigated Debtor, whether one or more, and jointly and revarally if more than one, agrees to the terms of this Note and promises to pay to the order of the Lender named above at its piece of business as indicated in this Note or at such other pieces as may be destigated in withing by Leader, the Frincipal Amount of this Note longether with interest on the supplied Principal Amount until maturity at the per annum interest rate or rates stated above and according to the Payment Terms stated in this Note, interest on this Note is reducited on the actual number of days elapsed on a basic of a 360 or 365 day year, as indicated above. For purposes of computing interest and determining the date principal and interest payments are explicit first to accused and unpitd interest and other obserges, and then to unpaid Principal Amount. In this Note, 'Debtor' includes up yarry listle under this Note, including eadorsers, co-makers, guaranters and otherwise, and 'Lender' includers all subsequent holders.

VARIABLE RATR, It liks is a Variable Rais transction as indicated above, the interestrate shall vary from time to time with changes (whether increases or decreases) in the Raise thown above. The interestrate on this Note will be the flocker Raise plus a Margin, if any, as indicated above. Each change will become effective on the same date the Index Raise changes unless a different effective date is indicated above. If the Index Raise is Lander's base or prime raise, it is determined by Lender in its 40 disturbion, primarily on a basis of its cost of funds, is not necessarily the lowest raise Lender is charging its customers, and is not necessarily a published raise.

LATH PAYMENTS. When permitted by law, any principal and/or interest amount not paid within 5 calcudar days after will be assessed 5,000% of the amount past due, as a late charge fee. In addition, any principal and/or interest not paid by the maturity date of this Note shall thereafter bear interest in the applicable rate statud in this Note, in no even shall the laterest rate and related charges either before or after matority be greater than permitted by law.

ALL PARTIES PRINCIPAL. All Debtors shall each be regarded as a principal and each Debtor agrees that any Debtor, with Leader's approval and without notice to any other Debtor, may from time to time receive this fole or constant to one or more extensions or deferrals of the Mahnity Date for any terming of the majority Date for any terming of the majority Date for any terming of the original Rote,

for any term(a) or (a my oliter modification(a), and all Debtors shall be liable in same manner as on the original Note.

ADVANCES AND PAYMENTS, If the Fally Advanced box is checked, then the Debtor acknowledges that the eather Principal Amount has been advanced to the Debtor or for Debtor's account or benefit, if the Adultifle Advances box is checked, then the Debtor understands that the Lender will disburs the proceeds of this Note in increments, up to the Principal Amount, but that even if the Debtor prayay, the Debtor has no right to reborrow may amounts disbursted. The buliance that this Debtor owes under this Note is increments, up to the Principal Amount, but that prayants of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in increments up to the Principal Amount and that the remaining terms of this prayary that all apply to this Note. The buliance that the Debtor owns under this Note is the aggregate of all such disbursements, fees any payments of pincipal mide on this Note. Interest will accome only on the actual amount of principal disbursed and outstanding from time to time. If the Revolving Credit box is checked, then the Debtor understands that the Lender will disburse the proceeds of this Note in the remember of the Principal Amount and that the remaining terms of this prayarys in this apply to this Note. The buliance that the Debtor owner under this Note is the aggregate of all such disbursements, less any payments of principal mides on this Note. The Debtor understands that the mendiant perms of this prayarys in the Note. The buliance that the Debtor owner under this Note is the aggregate of all such disbursements, less any payments of principal mides on this Note. The Debtor well are the mendiant amount of all such davances outstanding arount advanced under this Note is the aggregate outstanding amount advanced under this Note and any collisteral accuring this Note

PREPAYMENT. Debtor shall have the right to prepay all or any part of the principal due under this Note at any time, rubject to the following conditions: (a) all laterest must be paid through the date or any prepayment; (b) if this Note provides for monthly or other periodic payments, there will be no changes in the due dates or amounts following any partial prepayments tolless Londer spress to such changes in writing; (c) upon prepayment, in whole or in part, Lender may charge and Debtor spress to push can be up as fee or premium calculated as follows (this fee/premium provision will not apply if prohibited by applicable law):

COLLATERAL, This Note and all other obligations of Debter to Lender, including renewals and extensions, are recursed by all collateral securing this Note and by all other recursly interests and mortgage proviously or later granded to Leader and by all money, deposits and other property owned by my Debter and in Lender's possession or control.

property owned by my Debtor and in Leader's possession or control.

ACCELERATION. At option of Leader, the unpaid balance of this Note and all other obligations of Debtor to Leader, whether direct or indirect, abrotute or contingent, now existing or later attitude, shall become immediately does and payable without notice or demand, upon or after the occurrance or existence of any of the following events or conditions: (a) Any payment required by this Note or by any other tops to robligation of Debtor to Leader or to others is not nate when due, or any exent or condition occurs or exists which results in acceleration of the maturity of any Debtor's obligation to Leader or to others in not nated when due, or any exent or conditions cours or exists which results in acceleration of the spreament or undertaking; (b) Debtor defaults in performing any coverant, obligation, varrently or provision condition (in my ions agreement or in any instrument or document securing or reliating to this Note or my other note or obligation of Debtor to Leader or to others; (c) any varrantly, representation, financial information or rathement rande or furnished to Leader (c) on behalf of Debtor proves to have been faire in may material respect when made or furnished; (d) any lavy, science, garnishment or attackment is made against any asset of any Debtor, (e) Leader determines, at my times and in Leader's sole distriction, that the proposol of payment of his Note is impired; (f) whenever, Leader's sole distriction, that the proposol of payment of his Note is impired; (d) whenever, Leader's sole distriction, that the proposol of payment of his Note is impired; (d) whenever, Leader's sole distriction, that the proposol of payment of this Note is impired; (d) whenever, Leader's sole distriction, that the proposol of payment of the collisters as the Debtor flat to provide additional collisters as teaching the adart; (g) all or any part of the collisters are provided and collisters as teaching the adart (g) doe any part of the collisters o

RIGHT OF OFFSET. Everpl as otherwise restricted by law, any indebtedness due from Lender to Dektor, Including, without limitation, any deposits or credit balances due from Lender, by pledged to secure payment or this Note and any other obligation to Lender of Dektor, and may at any time while the whole or may at any time while the whole or may are a such obligation(s) remain(s) unpaid, either before or after maturity of this Note, be set off, appropriated, held or applied toward the payment of this Note, be set off, appropriated, held or applied toward the payment of this Note or any other obligation to Lender by any Dektor.

ntote, so set oil, appropriated, held or applied toward the payment of this Note or any other obligation to Leader by any Debtor.

ADDITIONAL PROVISIONS. (1) Limitations on Suit — Liability for damager which the Chilera Potavational Community Development Corporation may be found responsible must exist solely pursuant to the Agreement and hall be strictly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's security interest in Obligar's property (whichever is greater), and such recovery, if any, shall be activatively limited to only the assets of the Corporation. (2)Debtor a agree, if requested, to furnish to, Lander copies of Isocome lax reluvers as a well, as balineos sheets and income statument for each fired year following Date of Nole and at more frequent distures the proceeds of this Note in locerous late to the Mindal to, Lander copies of Isocome lax reluvers and at more frequent distures the proceeds of this Note in locerous and to the proceeds of this Note in locerous and the proceeds of this Note in locerous and the proceeds of this Note in locerous statement and the continuous and the state of the proceeds of this Note in locerous and the proceeds of this Note in locerous and the proceeds of the proceed of the proceeds of the proceeds of the north proceeds of the proceeds of the north proceeds of the proceeds of the north proceeds of the Note and the proceeds of the proceeds of the Note and the proceeds of the proceeds of the Note and the proceeds of the proceeds of the Note and the proceeds of the proceeds of the Note and the proceeds of the proceeds of the Note and the Note of the Note and the Note and the Note and the Note and the Note an

Nathaniel O. Beauchamp, Member

EXHIBIT 2

The individual EXHIBIT

SECURITY AGREEMENT	DATE OF NOTE 03/10/2021
THE TAX AND AND AND THE TORISMAME (S) TO A CONTROL OF THE TAX AND A CON	AND AND THE PARTY SNAME AND ADDRESS AND AND ADDRES
Ada Outdoors, LLC	Citizen Potawatomi Community Development Corporation
Shawnee Outdoors, LLC	1545 Gordon Cooper Drive
Nathaniel O. Beauchamp	Shawnee, Oklahoma 74801
************************************	Chamiloo, Okimionia 74001
1030 W 12th Street	
Ada, OK 74820	

- GRANT OF SECURITY INTEREST. For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to this in the State of Other many and/or Citizen Polavatom! Nation ("COC"), and not defined in this Agreement has the meaning given to the term in the UCC, Debtor's focation (if other than the address reflected above) is in the state of OK .
- DESCRIPTION OF COLLATERAL. The "Collateral" shall include:

DESCRIPTION OF COLLATERAL. The "Conserva" shall molecule:
PURCHASE MONEY INTEREST CLAIMED. Including but not limited to all business assets to include all inventory, furniture, fixtures, accounts receivables, equipment of whitever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, repitecements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of each, instruments, chattel paper, general intangibles, accounts or otherwise). Including Perchase money claimed for: Purchase Order #136365 for 66,560 of 9mm pistol animo and \$5,000 556 rifle ammo described on attachment A

The term 'Collisteral" also includes to the extent not listed above as original collateral;

- After-Acquired Property. After-acquired property, provided, however, the accurrity interest will not statch to (a) consumer goods, other than an accession when given as additional security, unless the Deblor acquires rights in them within 10 days after the Secured Party gives value; or (b) a commercial tort claim.
- Proceeds, Proceeds, products, additions, substitutions and accessions of the Collateral.
- Deposits. Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any indebtedness due from Secured Party to Debtor, and any deposit or credit belances due from Secured Party to Debtor, and Secured Party may at any into while the whole or any part of die Indebtedness remains unpaid, whether before or after <u>maturity thereof</u>, be appropriated, held or applied toward payment of die Indebtedness or any obligation of Debtor to Secured Party
- SECURED INDESTEDRESS, The security interest granted under this Agreement secures the following (inferred to as the "Indebtedness"); (1) the performance of all of the agreements, obligations, covenants and warrantles of Debter as zet forth in this Agreement or any other agreement behveen Debter and Secured Party; (2) all liabilities of Debter to rany other agreement behveen Debter and Secured Party; (2) all liabilities of Debter for any other party, (6) all future advances front Secured Party to Debter, the form of a lone for a similar or different purpose than any other loan to Debter, (6) Debter's ovendrafts, whether business or personal, (6) direct or indirect liabilities, (e) liabilities do see to become dues and whether absolute or condingent, and (6) liabilities now existing or hereafter utining and howaver avidenced; (3) all extensions, renewals and electrats of liabilities of Debter to Secured Party; (5) All expenditures by Secured Party, lowiding the performance or enforcement of Debter's objected between Debter and Secured Party, and (6) All courts, advances or the constant of the performance of the performance of the constant of the performance of the perfor

collection and enforcement, sale or other liquidation of any of the Collateral,

GENERAL PROVISIONS.

1. GOVERNING LAW. Notwithstanding any provision to the contracy, the law of Citizen
Polawsion i Nation will govern the constitution and enforcement of this agreement. All
parties understand and agree that Citizen Potavational Nation Tribal Court has jurisdiction to
restolve any dispute under this agreement and the parties do bereby submit to the personal
jurisdiction of, and waive any objection to venue in, the Citizen Potavatomi Nation Tribal
Court for the resolution of any dispute action go not of this agreement.

2. WAIVERS. No act, delay or omission, including Secured Party's written express waiver
of a remedy after any default under this Agreement, shall constitute a waiver of any of
Secured Party's right and tentediate not expressly waived in writing under this Agreement
and other agreement between the partier. All of Secured Party's rights and remedies are
communitive and may be exercised singly or occurrently. The valvier or exercise of any one
or more rights or remedies will not be a valver or a bar to the activate of any other rights or
remedies upon ally subsequent default. No waiver, change, modification or discharge of any
of Secured Party's rights or remedies or Distort duties as specified or allowed by, this
Agreement will be effective unless in writing and signed by a duly authorized officer of
Execured Party. Acceptance of any partial or this partent shall not constitute a waiver of any
requirement of this Agreement or impose any additional notification duties upon Secured
Party. Debtor and all other signers, including guarantors, waive presentment, notice of
dishoner and protest, notice of default, notice of intention of the constant on the signers, including guarantors, waive presentment, notice of
dishoner and protest, notice of default, notice of intention or detance of or agreement not
to up any party of guarantor.

(In the constant of the Colliteral, and the addition or release of or agre

nospecticulous with regard to the Collateral, and the addition or release of or agreement not to sue any party or guarantor.

3. ACRIEMENT BINDING ON ASSIGNS. This Agreement inures to the benefit of Secured Party's successors and assigns, and is binding upon Debtor's heirs, executors, administrators, representably, respectively. The property of the statest can deal persons who become bound as a debtor to this Security Agreement, but no person taking front or expresenting Debtor has any right to advances under any finitument or document recursed by this Agreement.

4. CHANGES IN TERMS, Secured Party reserves the right to change ally of the terms of this Agreement.

5. TERM OF AGREEMENT, This Agreement, and the security interest created by this Agreement for force until all of the Indebtoness is puld in full, unless the security interest created by this Agreement for SECURED DEARTY ASSIGNABLE Secured Party at any times and at its option, may pledge, transfer or sating its rights under thir Agreement in whole or in part, and any transfers or satinged. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's at say times and at its option, may pledge, transferred or assigned. Debtor's rights under this Agreement or in the Collateral may not be assigned without Secured Party's a surface or assigned.

- 7. JOINT AND SHUBAL RESPONSIBILITY OF DEBTOR AND SURETTES. The responsibilities of Debtor and any co-dobtor, guarantor, surety or accommodation party under this Agreement are Joint and everal, and the references to Debtor in this Agreement shall be deemed to refer to each such person, including any person who pledgar to not otherwise liables under any premisers or the guaranty or other instrument secured by tills Agreement.

  5. SEPARABILITY OF PROVISIONS. It say provision of this Agreement shall for any reason be held finvilled or unenforceable such invalidity or unenforceabling shall not affect any other provision of this Agreement shall not affect any other provision of this Agreement shall be construed as if such invalid or unsenforceable provision of this Agreement thall be construed as if such invalid or unsenforceable provision had never existed.

  9. EMTIER AGRIEMENT. This Agreement, together with any mortgage of real estate which may be Collateral, constitutes the entire agreement between the parties with respect to the subjects addressed herein. This Agreement may be unranded or unodified only by a weight glaged by Secured Party specifying that it is a modification, amendment or addition to this Agreement. 7. JOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURETIES. The

- EVENTS OF DEFAULT. Debtor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of Default" in this Agreement:
  - Default in this Agreement:

    I. If any warranty, coverant, agreement, representation, financial information of statement made or furnished to Scoured Party by Debtor, any guarantee or away, or otherwise on Debtor's behalf to induce Secured Farty to coter into this Agreement, or in conjunction with it, is violated or proves to have been faited a nay material respect when made or furnished.

    J. Hary payingtent required in this Agreement or under any other agreement or obligation of Debtor to Secured Party or to others is not made when does or in accordance with the terms of the soulicable contract.

  - of Debier to Secured Party or to others is not made when does or in accordance with the terms of the applicable contract.

    3. If Debier dubules in the performance of any covenant, obligation, warranty, or provision contained in this Agreement or any other agreement, mortgage or obligation of Debier to Secured Party or to others, including without infinition Debier's failure to insure the Collateral or unlawful use of tile Collateral, the Indian Debier's failure to insure the Collateral or condition exists or occurs which results in acceleration of the maturity of ally obligation of Debier to Secured Party or to caters under any note, mortgage, indeature, agreement, orundentaking.

    5. If anyons makes any lovy against or seizes, gamistees or attaches any of the Collateral; if Debier contentually encumbers any of the Collateral; or if Debier sells, leases, or otherwise disposes of any of the Collateral without Secured Party's pior written content as required by this Agreement or ally mortgage executed in connection with this Agreement.

  - 13 required by this agreement or any accuracy of destroyed,
    Agreement,
    6. If the Collateral is lost, stolen, substituitly damaged or destroyed,
    7. If in Securid Party's fudgment, the Collateral becomes unsatisfactory or insufficient in
    character or value, and upon request Debtor falls to provide additional Collateral as
    required by Secured Party,
    7. If at any time Secured Party, in its sole discretion, believes the prospect of payment or
    performance of any duty, coverant, warranty or obligation secured by this Agreement is
    invariant.
- performance of any duly, coverant, warranty or obligation secured by this Agreement is impaired.

  9. id Debtor or any guaranter or surely dies, dissolves, terminates existence, or becomes insolvent; if a receiver is appointed over any put of Debtor's property or any part of the Collatera; if Debtor makes an assignment for the beast of credition; or if any proceeding is commenced under ally bankroptey or intolvency law by or against Debtor or any guarantor or nursely for Debtor.

  10. If the Collateral is removed from the location specified in this Agreement or in a separale notice to Secured Party without Secured Party prior written coasent, except for temporary periods in the normal and customary use of the Collateral.

  11. Socured Party shall receive at any time following the Closing a filing office report indicating that Secured Party's security interest is not prior to all other security interests or other intorests reflected in the report.

EXHIBIT

ADDITIONAL PROVISIONS. The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement,

SON SECURED BARTY SIGNATURES SON	JOSEN AND STREET, OR S	SIGNATURE(A) DARFESS SALES SAL
Citizen Potawatomi Community Dovelopment Corporation	W.	·M
	Nathaniel O. Beauchamp, Memaging Member	Natheridi Q. Beauchamp, Individual
	Nathaniel O. Bezuchamp, Member	Nathani I O. Beauchamp, Individual
Robert L. Crothers, Commercial Loan Officer		

Case 5:24-cv-00662-JD Docu

WHEN RECORDED, RETURN TO: Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801

### ASSIGNMENT OF LEASES, RENTS, AND PROFITS (INDIVIDUAL-CORPORATION-PARTNERSHIP)

ASSIGNOR NAME AND ADDRESS
Ada Outdoors, LLC
Shawnee Outdoors, LLC
Nathaniel O. Beauchamp
1030 W 12th Street
Ada, OK 74820

ASSIGNEE NAME AND ADDRESS

Citizen Potawatomi Community Development Corporation

1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801

FOR VALUE RECEIVED, the Undersigned (called "Assignor") soils, assigns and transfers to above named Assignce, (called "Assigneo" which term shall be construed to include Assignee's successors and assigns), all right, little and interest in the rents and profits (crown as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A

This Assignment is conditioned on Assignor's default under a certain Mortgage dated 03/10/2021 (the "Mortgage"), and becomes effective after default (whether or not proceedings have been instituted to forcolose the Mortgage by judicial forcolosure or Power of Sale) on the earlier of; (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assignor and any lessee of the Property written notice to pay Assignee any reals or profits due after a specified date. Assignor appress Assignee or its agents may, on Assignor's default under the Mortgage, take possession of the Property and collect the rents' and profits to apply to any amount Assignor owes Assignee. Assignee further agrees that on Assignor's default under the mortgage, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver simply when a condition of the Mortgage has not been performed and the Mortgage provides for appointment of a receiver. Assignor receives the rents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive operating control, Assignor will not be considered a "mortgage in possession." Assignor further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property requesting lesses to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay rents and profits to Assignee.

Assignor agrees that no modification, termination, or renewal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of tents and profits, will be effective against Assignee unless Assignee consents in writing.

If any lesses obligated to pay Assignee does not do so, Assignee shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessed's failure to perform under a lease. Assigner agrees to pay to Assignee a reasonable rental for Assigner's use and occupancy of the Property If, after default, Assignee makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Morigage and shall continue in offect in favor of any purchaser of the Property on forcelosure with respect to leases not terminated by forcelosure. However, at Assigned's election made known before any sale upon forcelosure is concluded, this Assignment shall continue in offect in favor of Assignee with respect to leases not terminated by forcelosure until any deficiency owed Assignee after forcelosure is substited, at which time further payments under any such lease shall accrue to the purchaser of the Property or its assigns.

Assignce is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assignor agrees to indemnify and hold Assignee harmless from any liability, loss or damage, including costs and attorney's fees, suffered by Assignee under any lease or contract relating to the Property.

Assignor agrees not to assign or piedge the rents and profits of the Property to any other person.

Signed and Delivered on this Date:

Nathballet D. Beauchamp, Managing Member

Nathaniel O. Beauchamp, Individual

Nathaniel O. Beauchamp, Member

Nathaniel O. Beauchamp, Individual

ACKNOWLEDGEMENT On Reverse Side Hereof

WHEN RECORDED, RETURN TO: Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive

## ASSIGNMENT OF LEASES, RENTS, AND PROFITS (INDIVIDUAL – CORPORATION – PARTNERSHIP)

ASSIGNOR NAME AND ADDRESS
Ada Outdoors, LLC
Shawnee Outdoors, LLC
Nathaniel O. Beauchamp
1030 W 12th Street
Ada, OK 74820

Shawnee, Oklahoma 74801
ASSIGNEE NAME AND ADDRESS

Citizen Potawatomi Community Development Corporation 1545 S, Gordon Cooper Drive Shawnee, Oklahoma 74801

FOR VALUE RECEIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A

This Assignment is conditioned on Assignor's default under a certain Mortgage dated 03/10/2021 (the "Mortgage"), and becomes effective after default (whether or not proceedings have been instituted to foreclose the Mortgage by Judicial foreclosure or Power of Sale) on the earlier off. (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assigner and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assigner system assigner assigner and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assigner assignee or its agents may, or Assigner's default under the mortgage, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver atmply when a condition of the Mortgage has not been performed and the Mortgage provides for appointment of a receiver. Assigner exceptives when Assigner exceptives the roats and profits after written notice, but does not onler into physical possession of the Property and exercise excellative operating control, Assignee will not be considered a "mortgage in possession." Assigner further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new lesses under terms customary for lesses of the Property. If Assignee sends written notice to a lessee obligated to pay under any lesse on the Property requesting lessee to direct all rents and profits under the lease to Assignee, this Assignment, when effective, shall transfer the lessee's obligation to pay rents and profits to Assignee.

Assignor agrees that no modification, termination, or renoval of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of tents and profits, will be affective against Assignee unless Assignee consents in writing.

If any leases obligated to pay Assignee does not do so, Assignee shall have all remedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessee's failure to perform under a lease. Assigner agrees to pay to Assignee a reasonable rental for Assigner's use and occupancy of the Property If, after default, Assignee makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Morigage and shall continue in effect in favor of any purchaser of the Property on forcolosure with respect to leases not terminated by forcolosure. However, at Assignee's election made known before any sale upon foreclosure is concluded, this Assignment shall continue in offect in favor of Assignee with respect to leases not terminated by forcolosure until any deficiency owed Assignee after forcolosure is satisfied, at which time further payments under any such lease shall account to the purchaser of the Property or its assigns.

Assignee is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assigner agrees to indemnify and hold Assignee harmless from any liability, loss or damage, including costs and altomey's fees, suffered by Assignee under any lease or contract relating to the Property.

Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

	ASIGNATURE(S) OF ASSIGNOR	R(S)
Signed and Delivered on this Date:	Mur	-/h
	Namalia Alexandramp, Managing Member	Nathaniel O. Beauchamp, Individual
,	Nationiel O. Beauchamp, Member	Nathariel O. Beaucharap, Individual
	CVNOWLEDGEMENT On Reverse S	ida Waxaaf

WHEN RECORDED, RETURN TO: Citizen Potawatomi Community Development Corporation 1545 S. Gordon Cooper Drive

## ASSIGNMENT OF LEASES, RENTS, AND PROFITS (INDIVIDUAL - CORPORATION - PARTNERSHIP)

ASSIGNOR NAME AND ADDRESS
Ada Outdoors, LLC
Shawnee Outdoors, LLC
Nathaniel O. Beauchamp
1030 W 12<sup>th</sup> Street
Ada, OK 74820

Shawnee, Oklahoma 74801
ASSIGNEE NAME AND ADDRESS

Citizen Potawatomi Community Development

Corporation 1545 S. Gordon Cooper Drive Shawnee, Oklahoma 74801

FOR VALUE RECRIVED, the Undersigned (called "Assignor") sells, assigns and transfers to above named Assignee, (called "Assignee" which term shall be construed to include Assignee's successors and assigns), all right, title and interest in the rents and profits (known as the "Assignment") now due and which may later become due under, or by virtue of, any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the following described Property:

Purchase Order #136365 for 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo described on attachment A

This Assignment is conditioned on Assignor's default under a certain Mortgage deled 03/10/2021 (the "Mortgage"), and becomes effective after default (whether or not proceedings have been instituted to foreolose the Mortgage by judicist foreolosure or Power of Sale) on the earlier oft (1) Assignee taking possession of the Property, (2) the appointment of a receiver for the Property, or (3) Assignee giving Assigner and any lessee of the Property written notice to pay Assignee any rents or profits due after a specified date. Assignor agrees Assignee or its agents may, on Assignor's default under the Mortgage, take possession of the Property and collect the rents and profits to apply to any amount Assignor or stastignor. Assignor further agrees that on Assignor's admitted under the mortgage, Assignee may seek to have a receiver appointed for the Property as allowed by 12 O.S. 1551, including appointment of a receiver simply when a condition of the Mortgage has not been performed and the Mortgage provides for appointment of a receiver. Assignor receives the rents and profits after written notice, but does not enter into physical possession of the Property and exercise exclusive operating control, Assignce will not be considered a "mortgage in possession." Assignor further recognizes Assignee may, as part of this Assignment, extend, renew or enter into new leases under terms customary for leases of the Property. If Assignee sends written notice to a lessee obligated to pay under any lease on the Property and profits to Assignee.

Assignor agrees that no modification, termination, or renowal of a lease prior or subsequent to the effective date of this Assignment, or advance payment and collection of rents and profits, will be effective against Assignee unless Assignee contents in writing.

If any lessee obligated to pay Assignee does not do so, Assignee shall have all temedies available to collect the rents and profits including, without limitation, those available to a lessor on a lessee's failure to perform under a lesse. Assigner agrees to pay to Assignee a reasonable rental for Assigner's use and occupancy of the Property if, after default, Assignee makes a demand for such payment in writing.

Assignor agrees this Assignment is separate and independent from the Morigage and shall continue in effect in favor of any purchaser of the Property on forcolosure with respect to leases not terminated by forcolosure. However, at Assignee's election made known before any sale upon forcolosure is concluded, this Assignment shall continue in effect in favor of Assignee with respect to leases not terminated by forcolosure until any deficiency owed Assignee after forcolosure is satisfied, at which time further payments under any such lease shall account to the purchaser of the Property or its assigns.

Assigned is not obligated to perform or discharge any obligation under any lease or contract relating to the Property and Assigner agrees to indemnify and hold Assigned harmless from any liability, loss or damage, including costs and attempt's fees, suffered by Assigned under any lease or contract relating to the Property.

Assignor agrees not to assign or pledge the rents and profits of the Property to any other person.

	SIGNATURE(S) OF ASSIGNOR	R(S)
Signed and Delivered on this Date:	Neinatioi O, Beauchamp, Managing Member  Nailyanidi O, Beauchamp, Member	Namaniel O. Beauchamp, Individual  Nathaniel O. Beauchamp, Individual
	LOWNOWN TO CEMENT On Deverse S	ida Horonf

### ATTACHMENT A

### **PURCHASE ORDER** FARRIS BROTHERS, INC. 24 RATCLIFF LANÉ HATTIESBURG MS 39402 136365 Phone: 601-264-8444 01/18/2021 ADA OUTDOORS Parris Bròthers Warehouse 1030 W 12TH STREET 24 RATCLIFF LANE Hattiesburg MS 39402 ADA, OK 74820 01/18/21 PREPAID net rog ADA DLH 66560 BA 21.00 001 PPH9F1 PPU PISTOL AMMO 8605003811701 9mm FMJ 115gr 50bx PPU RIFLE AMMO 55000 EA 11.20 EA 616000.00 002 86050038122500 PPN5560 556 NATO FMI 55gr 20 2013760.00 2013760.00 AS SOON AS POSSIBLEI

GUARANTY AGREEMENT	DATE OF AGREEMENT 03/10/2021
WWW.WWW.WWW.WWW.WWW.WWW.WWW.WWW.WWW.WW	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Ada Outdoors, LLC	Citizen Potawatomi
Shavence Outdoors, LLC	Community Development Corporation
Nathaniel O. Beauchamp	1545 Gordon Cooper Drive
NO.XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Shaynee, Oklahoma 74801
1030 W 12th Street	
Ada, OK 74820	

- a. OK. 74820
  To feater its Lader to select credit to the District and for other good and valuable consideration, the rescipt of which is extraorded, and for the purpose of enabling the District to obtain or recent factorial accessoration from that Londer stated above, each of the underlyined as a primary obligan foodly and secondation from that Londer stated above, each of the underlyined as a primary obligan foodly and secondation from that Londer stated above, each of the underlyined as a primary obligan foodly and secondation from the Londer stated above that District and which Districts are which Districts and the londer to primary and the Londer stated and the londer of the Londer for the Londer f
- defense, client, thickness or observing of any facilities are generally of the Agreement of or the tensity of the individuous and the individuous per releasing the obligations of the medicing and the control of the c
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- The Lorder may uniquities Agreement or any office fights and powers under it, with all or any part of the ladebledrans generated, and may unique to my such uniques any of the security for the ladebledrans in the form of such antiques that here the same rights and remotes as if originally named in this Agreement is place of Lorder, and the Lorder shall threather be fully discharged from all responsibility with respect to may and individually an individual and the lader shall threather be fully discharged from all responsibility with respect to may and individual and the Lorder shall threather be fully discharged from all responsibility with respect to may and
- Unless expensity limited by specific writing as set forth in this Guerray Agreement, it is unfersteed to be validated in amount, if limited, it is understood the limit means a fixed amount or percentage of any indifference remaining after application of the second proceeds of the disposition of any acquiremented person of the individuals.
- Until the Individual of the Delies have been paid in fall, his undersigned agrees to provide to the London from time to three upon demand such flauncial instancial, copies of tax returns, and other information as to the undersigned at the London provides undersigned at the London provides.
- Any deposits or other near credited by or the fixes the Lender to the tredemized may be set off setten and will libitifie of the tredemized to the Lender using under the terms of this Generaly Agreement. The rights produced by this gungaphend is a calculated by a calculated by the gungaphend is a calculated by a calculated by the gungaphend is a calculated by a
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- The underspeed, by signing below, teleanyleige having med this Coursely Apprentice, having controved in this course desired with this legal council, and receiving a copy of it and also needling an applicable of my service of the se
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entrale supra	Out of this agreement.				
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	D LIABILITY COMPAN		
Ada Outdoo	nietriks (2005) rs, LLC . Beauchamp	SSSSSIIMIGEDUIABIETTKESAMA	Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801
	•	State of Organization: Oklahoma	
the above-nu adopted by al memorandur Ilmiting the p	ned limited liability company (the "Com I of the Members of the Company olther I of action duly signed by all Members o	ipany") and the keeper of the Company recor ist a meeting at which a quorum was present If the Company; (3) there is no provision in the ving Resolutions which conform with the pro-	th bolow that: (1) 1 am a duly appointed and qualified Manager of ds; (2) the following is a true and correct copy of Resolutions duly or by unanimous consent of the Members as evidenced by a see Company's Articles of Organization or Operating Agreement whisions of the Articles and Operating Agreement; and (4) the
"RESOLV 1.	ED that any One (1)  To unconditionally, absolutely and cor Citizen Potawatomi Community D	tinually guarantee to the following named P	e by these Resolutions authorized, on behalf of this Company; manoial Institution, hereinalter called Financial Institution:
that the follow	ng nuned Debtor, heromafter called Deb	otor, Ada Outdoors, LLC	
	Institution, either as principal, guarante	or, endorsor, or in any other capacity, and wh or form of such indebtedness, including with	w owes or may at any later time become obligated to the Financial ether created by direct dealing with the Financial Institution or tout limitation, judgments, promissory notes, open accounts or any
2.	To pledge and grant a security interest indebtedness.	in any and all assets of the Company as colli	ateral for the Indebtedness and/or the Company's guaranty of the
3.	To execute and deliver such security as agreements, and to do and perform suc of, and to consummate the transactions	h other acts as may be necessary and require	g statements, ilen entry forms and any other documents and d in order to earry into effect the terms, provisions and conditions
4.	To provide that any guaranty of the Inc unlimited, except as follows: n/a	febtednoss, pledge of and/or security interest	In the assets of the Company to the Pinancial Institution be
Compan	HBR RESOLVED, that the Members of by and will be to its benefit, and that the Company's Articles of Organization or O	execution of any document, instrument or ag	es authorized in these Resolutions are in the best interest of the required in furtherance of these Resolutions is authorized
and unti and all c describe	i official notice in writing of such chang focuments and papers previously execut a in these Resolutions are railfied, adop	e shall be given to, and received and acknow ed and/or delivered by any of the Managers o led, confirmed and approved,"	and offect until revoked or modified by resolution of the Members dedged by, the Financial Institution, and that all previous acts of If the Company in exercising any of the powers or matters
THE UNDER Manager at it space is need	to present time, and that the signatures a	the following named persons have been duly ppearing below are the genuine and original	appointed as Managers, that they continue to hold the position of signatures of each, respectively: (Attach separate sheet if additional
**********	WWW.WWW.WWW.WW		**************************************
	Nathaniel O. Brauchtimp	Managing Member	
XXXXXXXXXX		SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS	
WITNESS my	hand on thisday of		Manager
***********		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ÖNS
Heing one of i	he Managers of the Company (other than those certificate as of the date set forth a	polo.	Manager
			313441-1074



		Y GUARANTY and PLEDGI	
		**************************************	
Shawnee Ou Nathaniel O.			Citizen Potawatomi Community
I TOUTHING OF	20120//milb		Development Corporation
			1545 Gordon Cooper Drive Shawnee, Oklahoma 74801
		·	Shawhee, Oklahoma 74001
		State of Organization; Oklahoma	
the above-named adopted by all memorandum limiting the p	ned limited liability company (the "Com i of the Members of the Company either t of action duly signed by all Members o	pany") and the keeper of the Company records; at a meeting at which a quorum was present or f the Company; (3) there is no provision in the 6 ving Resolutions which conform with the provis	clow that; (1) 1 am a duly appointed and qualified Manager of (2) the following is a true and correct copy of Resolutions duly by unanimous consent of the Members as evidenced by a company's Articles of Organization or Operating Agreement ions of the Articles and Operating Agreement; and (4) the
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hat the followi	ng named Debtor, herelnafter called Deb	tor; Nathaniel O, Beauchamp	
	institution, either as principal, guarante	r, endorser, or in any other capacity, and wheth or form of such indebtedness, including withou	wes or may at any later time become obligated to the Financial or created by direct dealing with the Financial Institution or Elimitation, Judgments, promissory notes, open accounts or any
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Compan	ompany's Articles of Organization or Op pand will be to its benefit, and that the e company's Articles of Organization or Op	xecution of any document, instrument or agreer	nent required in furtherance of these Resolutions is authorized
liten bes blis bes	official notice in writing of such change	shall be given to, and received and acknowled; d and/or delivered by any of the Managers of th	offect until revoked or modified by resolution of the Members ted by, the Financial Institution, and that all previous acts of a Company in exerciting any of the powers or matters
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	o Managers of the Company (other than soyo certificate as of the date set forth ab		
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			O 2005 Cilizen Potawatomi Community Development Corporation



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ICC FINANCING STATEMENT DILLOW INSTRUCTIONS					
NAME & PHONE OF CONTACT AT FILER (options	al)	202104080203318	8 <i>4</i>		
Felecia Freeman 405-878-4697		04/08/2021 10:42:	29 AM pag		A THURSDAY
. E-MAIL CONTACT AT FILER (optional) ffreeman@cpcdc.org		David B. Hooten	Oklahoma o	man de la la	D X
SEND ACKNOWLEDGMENT TO: (Name and Add	iress)	04/08/2021 10:42: Fee: \$ 10.00 David B. Hooten, Oklahoma County,	State of	Oklahoma	
Citizen Potawatomi Community De	velonment Corr			4	
1545 Gordon Cooper Drive	томристь сохр	" 1			
Shawnee, Oklahoma 74801					
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L		THE ABO	VE SPACE IS FO	OR FILING OFFICE USE	ONLY
DEBTOR'S NAME: Provide only <u>one</u> Deblor nâme (1a name will not lit in line 1b, leave all of îlem 1 blank, check h		me; do not omit, modify, or abbreviate an hindividual Debtor information in Item 10			
1a, ORGANIZATION'S NAME ADA OUTDOORS, LLC					
15. INDIVIDUAL'S SURNAME	F	IRST PERSONAL NAME	ADDITIO	INAL NAME(S)/INITIAL(S)	SUFFIX
	j				
MAILING ADDRESS 030 W 12TH		eity ADA	STATE OK	74820	COUNTRY
2a. ORGANIZATION'S NAME 2b. INDIVIDUAL'S SURNAME	lFi.	IRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
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SECURED PARTY'S NAME (or NAME OF ASSIGNEE					UDA
38, ORGANIZATION'S NAME			ity hame (on or or	<i>I</i>	
Citizen Potawatomi Community 3b, INDIVIDUAL'S SURNAME		~	LEDITIO	NA MANUFACTURE (C)	Touren
35, INDIVIDUAL'S SURNAME	FII	RST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
MAILING ADDRESS	l i i i	TY	STATE	POSTAL CODE	COUNTRY
545 Gordon Cooper Drive		Shawnee	Ok	74801	
COLLATERAL: This financing statement covers the following PURCHASE MONEY INTEREST CLA		ng hut not limited to all hu	Hasse seents	to include all inve	entoru
rniture, fixtures, accounts receivables,	equipment of wh	iatever kind or nature, who	erever locat	ed, now owned or l	hereafter
quired, and all returns, repossessions, o	exchanges, subst	itutions, replacements, atta	achments, pa	arts, accessories, a	nd
cessions thereto and thereof and all pro tangibles, accounts or otherwise). Inclu	ceeds thereol, (I dina Purchase n	whether in the form of cast names claimed for: Purchas	ı, ınstrumen se Order #13	ts, chattei paper, g 86365 for 66.560 of	general <sup>2</sup> 9mm
stol ammo and 55,000 556 rifle ammo d					, , , , , , , , , , , , , , , , , , , ,
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	Ti	Maria 19	7		
hack <u>only</u> if applicable and check <u>only</u> one box: Collateral is Chack <u>only</u> if applicable and check <u>only</u> one box:	held in a Trust (sea	UCC1Ad, Item 17 and Instructions)		ed by a Decedent's Persona applicable and check <u>only</u> o	
Check only it applicable and cueck only one nox:					

A Debtor is a Transmitting Utility

**EXHIBIT 2** 

Seller/Buyer

Consignee/Consignor

Agricultural Lien

Ballee/Ballor

Non-UCC Fling

Licensee/Licensor

Public-Finance Transaction Manufactured-Home Transaction
7. ALTERNATIVE DESIGNATION (if applicable): Lesses/Lessor

8, OPTIONAL FILER REFERENCE DATA:

-	LLOWINSTRUCTIONS	tribus als more too 22	1					
9, i	NAME OF FIRST DEBTOR: Seme as line 1a or 1b on Financing Statement; because individual Debtor name did not fil, check here	if line 1b was left bla	<sup>18</sup> .					
	BB. ORGANIZATION'S NAME							
	ADA OUTDOORS, LLC							
or	9b, INDIVIDUAL'S SURNAME		ł					
	FIRST PERSONAL NAME							
	ADDITIONAL NAME(S)/INITIAL(S)	SUF	ix					
	ADDITIONAL NAME(O)INATIALIO)			THE ABOVE	SPACE	is for fii	LING OFFICE	USE ONLY
0.	DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name of	or Dablor name that d	d not fit in line	1b or 2b of lhe	Financing 8	Slalement (F	form UCG1) (use	exact, full na
	do not omit, modify, or abbreviate any part of the Deblor's name) and enter the r 10a, ORGANIZATION'S NAME	maling address in lin	106	•				
	SHAWNEE OUTDOORS, LLC							
OR	10b, INDIVIDUAL'S SURNAME	•					_	
	INDIVIDUAL'S FIRST PERSONAL NAME							
						<del></del>		Interior
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)							SUFFIX
Oc,	MAILING ADDRESS	CITY			STATE	POSTAL C		COUNTRY
4(	960 Hardesty Rd	SHAWNE	E	•	OK	74801	[	USA
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n R	11a, ORGANIZATION'S NAME  11b, INDIVIDUAL'S SURNAME	FIRST PERSONAL		ME: Provide			S)ANITIAL(S)	SUFFIX
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)R 10.	11a, ORGANIZATION'S NAME  11b, INDIVIDUAL'S SURNAME   MAILING ADDRESS  ADDITIONAL SPACE FOR ITEM 4 (Collateral):  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the	FIRST PERSONAL CITY  14. This FINANCIN	NAME ·		STATE	NAL NAME(	S)nnitial(S)	COUNTRY
)R 1c. 2.	This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	FIRST PERSONAL CITY  14. This FINANCIN	NAME  G STATEMENT per to be cut		STATE	NAL NAME(	(S)NNITIAL(S)	COUNTRY
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### ATTACHMENT A

### FARRIS BROTHERS, INC. 24 RATCLIFF LANE

HATTIESBURG MS 39402 Phone: 601-264-8444 **PURCHASE ORDER** 

Vendor Copy
Number 136365
Defe 01/18/2021
Rage 1

LN#

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2013760.00

ADA OUTDOORS 1030 W 12TH STREET ADA, OK 74820

AS SOON AS POSSIBLEI

FARRIS BROTHERS WAREHOUSE 24 RATCLIFF LANE HATTIESBURG MS 39402

Elivor   Field   Field   Expected   Expect	UM Extense
Vendor-liem#         liem         Description         Units         Um         Cost           8605003811701         PPH9F1         PPU PISTOL AMMO 9mm FMJ 115gr 50bx         66560         EA         21.00           86050038122500         PPN5560         PPU RIFLE AMMO         55000         EA         11.20	UM Extense
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86050038122500 PPURIFLE AMMO 55000 EA 11.20	EA 616000.
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EXHIBIT 2

2013760.00

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PROMISSORY NOTE - Fixed or Variable Rate - Co			ommercia	al		DATE OF NOTE 03/30/2023				
NEW TOTAL PROPERTY OF THE PROP						332				
Ada Outdoors, LLC			Citizen Potawatomi							
Shawnee Outdoors, LLC			Community Development Corporation							
Nathaniel O. Be			_	1545 Gordon Cooper Drivo						
	Association in appear to Destor's Address, in appearing a 1895			Shavnee, Oklahoma 74801						
1030 W 12h Str	ect									
Ada, OK 74820										
NOTE NUMBER	FIXED INTEREST RATE	MATURITY DATE	PRINC	IPAL AMOUNT	- 1	SOCIAL SECURITY	Y/TIN NUMBER:	$\neg \neg$	360 DAY	
8530	PER ANNUM 5.0%	04/01/2024	\$2,33	0,204.05		-			363 DAY .	
□ NEW LOAN  ⊠ RREWAL OF LOAN NUMBER(S) 1394  □ FULLY ADVANCED □ MULTIPLE ADVANCES □ REVOLVING CREDIT  COLLATERAL DESCRIPTION  TO provide funding to the businesses herein described, for the renewal of loan #8394										
All business ass	ets to include all inven	tory, fixtures, accoun	nts rec	eivables,						
equipment; now owned or to be acquired by the business; 66,560 of 9mm pistol ammo and 55,000 556 rifle ammo and undeveloped R/E in Ada OK										
Billito Bild 35,000 330 title alliano and didotviologica tota it read off										
EXYMENT TERMS  3 quarterly accrued interest payments beginning July 01, 2023 and quarterly thereafter with a final balloon payment of all unpaid principal, fees, and interest due on April 01, 2024. In addition to the interest payments there will be a principal payment from the sale and release of amnto.										

Nohvitast anding any provision to the contrary, the law of Citizen Pocuvatoral Nation will govern the construction and enforcement of this agreement. All parties moderated and agree that Citizen Pocuvatoral Nation Tribul Court fast juntificion to resolve any dispute motor this agreement and the parties of hearby subject to the personal jurisdiction of, and waive any objection to venue in, the Citizen Potawatoral Nation Tribul Court for the resolution of any dispute arising out of this

PROMISE TO PAY. For value received, the undersigned Debtor, whether one or more, and jointly and severally if more than one, sprees to the terms of this Note and promises to pay to the order of the Lender named above at its piece of business as indicated in this Note or at such other piece as may be designated in writing by Lender, the Principal Annount of this Note longated writing to the payment of the principal annount of this Note longated writing the state of the second in the principal annound of the payment is calculated on the actual number of days elapted on a bails of a 360 or 355 day year, as indicated above. For purposes of computing infects and delemining the date principal and indicated payments are received, all payments will be deemed into only when received in collected funds, Payments are applied first to accrued and suppid infector and other charges, and then to suppid Principal indicates the Note, Tablovia' includes any party listic under this Note, including cadoriers, co-naskers, guarantors and otherwise, and "Lender" includes all subsequent holders.

VARIABLE RATE. If this is a Variable Rate transaction as indicated above, the interest rate shall vary from time to time with charges (whether increases or decreases) in the Rate above above. Each change will become effective on the same date the index Rate plus a Margin, if any, as indicated above. Each change will become effective on the same date the index Rate changes unless a different effective date is indicated above. If the index Rate is Lender's base or prime rate, it is determined by Lender in its sole discretion, primerily on a besit of its cost of fund, it so th accessivily the lowest rate Lender is charging its environces, and is not uccessivily a published rate.

LATE PAYMENTS. When permitted by law, any prioripal and/or interest amount not paid within 5 calendar days after will be assessed 5,000% of the amount past due, as a late charge fee. In addition, any principal and/or interest not paid by the maturity date of this Note shall thereafter beer lottered it the applicable rate stated in the Note. In no event shall the interest rate and related charges either before or after maturity be greater than permitted by law.

ALL PARTIES PRINCIPAL. All Debtors shall each be regarded as a principal and each Debtor agrees that any Debtor, with Lender's approval and without notice to any other Debtor, may from time to time renew this locks or constail to one or more extensions or deferrals of the Miturity Date for any termile) or to any other modification(s), and all Debtors shall be liable in same manner as on the original Note.

for any term(s) or to any other modification(s), and all Debtors shall be liable in same manner as on the original Note.

ADVANCES AND PAYMENTS. If the Fully Advanced box is checked, then the Debtor acknowledges that the cultor Principal Amount has been advanced to the Debtor or for Debtor's account or benefit. If the Multiple Advances box is checked, then the Debtor understands that the Leader will dibutes the proceeds of this Note in increments, up to the Principal Amount, but that even if the Debtor prepays, the Debtor has no right to reborrow say amounts dibuted. The bulance that the Debtor was under this Note is the aggingtion of all much dibutescends, (i.e. as any payments of principal rates on this Note, Interest will accure only on the actual amount of principal mates on this Note. Interest will accure only on the actual amount of principal amounts of that the remaining terms of this part prays had lapply to this Note. The balance that the Debtor was under this Note is the aggregate of all much dibuterents, less any payments of principal distured on this Note, Interest will accure only on the actual amount of principal distured and outstanding from the set greatest of all much dibuterents, less any payments of principal made on this Note, Interest will accure only on the schole, then the Debtor understands that the Leader will disture the proceeds of this Note in the schole, than the Debtor understands that the Leader will disture the proceeds of this Note in the schole, than the Debtor understands that the Leader will disture the proceeds of this Note in the schole, then the Debtor understands that the treatment greates of the Note in the suppayments of principal made on his Note. The Debtor understands that the proposed on his Note, The Debtor understands that the proposed on his Note. The Debtor understands that the production amount of all ruth advances under the Debtor of the Note. The aggregate outstanding amount advanced under the strong and manner than Note. The lander may make advances under th

PREPAYMENT. Debtor shall have the right to prepay all or any part of the principal doe under this Note at any time, subject to the following conditions: (a) all interest must be paid through the date or any prepayment; (b) if this Note provides for monthly or other periodic payment, there will be no changes in the due dates or amounts following any partial prepayments unless Lenders agrees to such changes is writing; (a) upon prepayment, in whole or in part, Lender may charge and Debtor spreas to pay a Re or premium calculated as follows (this footparenium provision will not apply if prohibited by applicable law):

COLLATERAL. This Note and all other obligations of Debtor to Lander, including reaswals and extensions, are secured by all collateral securing this Note and by all other security interests and martiagues proviously or inter granted to Leader and by all ranney, deposits and other property owned by any Debtor and in Lander's possession or control.

son mergages previously or ince granted to Leader and by all money, deposits and other property owared by any Debtor and la Leader's possession or control.

ACCELERATION. At option of Lender, the impaid balance of this Note and all other obligations of Debtor to Lander, whether direct or indirect, absolute or cantingest, now exciting or later this occurracte or extincted or any of the and psychole without notice or demand, upon after the occurracte or extincted or any of the following eweats or conditions: (a) Any psymeta required by this Note or by any other note or obligation of Debtor (a Lender or to others is not mater when due, or any event or condition occurs or solves which results in acceleration of the naturity of any Debtor's obligation to Lender or to others in the natural or vadertaiding; (b) Debtor defaults in performing any covenant, obligation, awarnely or provision contained in any other note or obligation of Debtor to Lender or to others; (c) any warranty, representation, financial information or statement made or funtished to Lender by or on behalf of Debtor, proves to have been fine in any instrument or document accoming or no behalf of Debtor, proves to have been fine in any antential respect when made or funtished; (d) any levy, sciruse, gamilabnent or attachment is made argainst any asset of any Debtor, (d) any levy, sciruse, gamilabnent or attachment is made argainst any asset of any Debtor, (d) any levy, sciruse, gamilabnent or attachment is made argainst any asset of any Debtor, (d) witnesser, Lender's tool direction, that the prospect of payment of this Note is impaired; (i) witnesser, Lender's tool further, that the collisteral for the debt of the debt of the debt of the debt of the debt of the debt of the debt of debt of the debt of the debt of deb

RIGHT OF OFFSET. Except as otherwise restricted by law, any lockbledness due from Leader to Debtor, including, without limitation, any deposits or credit balances doe from Leader, is pledged to secure payment or this Note and any other obligation to Leader of Debtor, and may at any time while his whole or any art of such obligation() remain(s) unpitd, either before or after maturity of this Note, be set off, appropriated, held or applied toward the payment of this Note, be set off, appropriated, beld or applied toward the payment of this Note or any other obligation to Leader by any Debtor.

obligation to Leader by any Debtor.

ADDITIONAL PROVISIONS, (1) Limitations on Sult — Lithility for damages which the Chines Patavratend Community Development Corporation may be found responsible must raise softly pursuant to fills Agreement and shall be strictly limited to only the principal amount of the loan, the Corporation's equity interest in the Debtor's enterprise, or the Corporation's equity interest in the Debtor's enterprise, or the Corporation's equity interest in the Debtor's enterprise, or the Corporation's county interest in Obliger's property (whichever it practice), and such recovery, if may, shall be exclusively limited to only the seasts of the Corporation. (2)Debtor a spreet, if requested, to furnish to Leader copies of income textrements we well, as bullance sheets and income statement for each fixed year following Date of Mole and at more frequent disburse the proceeds of this Note to income on the Principal Amount and interval as Leader may require. (3) No wriver by Leader of any payment or other right sader this Note on any returne, (3) No wriver by Leader of any payment or other right sader this Note on any require, (3) No wriver by Leader of any payment or other right sader this Note on any returne, (3) No wriver by Leader of any payment or other right sader this Note on any returne, (3) No wriver by Leader of any payment or other right. All Debtors well percentant, notice of acceleration, notice of dishoner and protest and content to substitutions, releases and failure to perfect as to collistent and in additions or relates of any Debtor. (4) That is the debt of the complete and collection including, as allowed by the payment of the notice of the collection including, as allowed by the payment of the notice of the collection including, as allowed by the payment of the notice of the counter of the notice of the complete and entire agreement between Leader and may puty liable for payment or reader the Note. No variation, condition, modification, change, antendense, excension or received

EXHIBIT

Interest will seems only on the actual amount of principal disbursed and outstanding from time to agree to be bound by such Ravision. No legal relationship it created by the execution of this Note and related documents except that of debtor and creditor or as stated in writing.

Nathaniel O. Beauchamp, Managing Member

Nathaniel O. Beauchamp, Managing Member

Nathaniel O. Beauchamp, Managing Member

Nathaniel O. Beauchamp Individual

AKODTINGATION OF BKODTIGATOR OF ALL MANAGEMENT	WHIN RECORDED, RETURN TO: Citizen Potawatorni Community Development Corporation 1545 S. Gordon Cooper Drive			
MODIFICATION OF MORTGAGE (No New Money)  March 30,	Shawnee, Oklahoma 74801			
THIS MODIFICATION OF MORTGAGE ("Modification") is dated 2023	between:			
Ada Ouldoors, LLC, an Oklahoma Limited Liability Company	·			
(referred to below as "Morigagor"), whose address is 1030 W 12th Street Ada C	OK 74820 :			
and Cilizen Potawatomi Community Development Corporation				
1545 Gordon Cooper Drive Shavmee OK 74801				
MORTGAGE, Mortgagor and Mortgagee have previously entered into a mortgage dated	REDEFORMS and recorded in the County Clerk's riffice of			
Pontotoc . County, State of Oklahoma				
And modifications of the mortgage, If any, dated and recorded as follows:	12.50 120-120			
And moduleshings of the mongage, it kny, dated and recorded as follows:  Date  County and State of Recording	Book Number Page Number(s)			
Dale Contr. and Arsin to second like	DOMESTIMATE T-26-11-01-10-21-41			
The morigage and any previous modifications described above are collectively referred to	o as the "Morigage."			
REAL PROPERY DESCRIPTION, The Montgage covers the following described real pro	operty, buildings, improvements and fixtures located in			
Ponioloc County, State of Okla	ahoma (the "Mortgaged Property");			
A part of the SW/4 of Section 6, Township 3 North, Range 6 East of the Indian Ba Commencing at the Southeast Còmer of the SW/4 of SE/4 of SW/4 of said Sectio feet to the point of beginning; thence continuing 8 691°62" W along said South i Highway 1; thence N 00°22'61" E along and with said East right-of-way line a dist line on a curve to the left, said curve having a radius of 2034.86 feet which a ohor of 202.05 feet; thence N 89°16'64" E a distance of 280.56 feet; thence S 00°20'06	ance of 239.82 feet; trance continuing along and with said East right-driving debening N 02/22/47/ W and a chord length of 201.97 feet, an arc distance of E a distance of 441.62 feet to the point of beginning.			
The address of the Montgaged Property is:				
MODIFICATION, The Mortgagor and Mortgages agree to modify the Mortgage, in addit Renewal of loan #8351 and 8394 in the principal amount of \$2,330,304.0	tion to any previous modifications stated above, as follows: 05 with a maturity date of 04/01/2023 with no new money.			
CONTINUING VALIDITY. The terms of the Mortgage shall remain unchanged and in full force and effect, except as expressly modified above, Mortgageds consent to this Modification does not waive Mortgageds right to require strict performance of the Mortgage as modified above nor obligate Mortgage to agree to say future modifications. Nothing in this Modification shall be construed as satisfaction of the Promissory Note or other credit agreement secured by the Mortgage (the Proter). The indebtedness of the Mortgage of the Mortgage of the Mortgage is a continuing security interest created by the Mortgage is a continuing security interest. Nothing contained in this Modification shall be interpreted to mean quot untranding balence owing under the Note is paid or any security interest oreated by the Mortgage is released or terminated. The Mortgage intends to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, unless a party is expressly released by Mortgages in writing. If a person who signed the Mortgage does not sign this Modification, titen all persons signing below acknowledge and agree that this Modification is given conditionally, based on the representation to the Mortgage that the non-signing person consents to the changes and provisions of this Modification and will not be released by it.				
EACH MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS MORTGAGOR AGREES TO ITS TERMS,	OF THIS MODIFICATION OF MORTGAGE, AND EACH			
······································	QOVIDEO CENERAL			
SMORICACERORES NEW TOTAL SERVICE SERVI	SONORICE NECONSTRUCTOR LEGISTRESSES			
Nathan O Beauchamp, Managin Ada Ouldoors, LL.G				
The the state of t				
**************************************	REGESTRATERISERATING ACCORDING TO A PARTITUDE REPRESENTANCE.			
COUNTY OF Poliawatomic SS.				
The forceoing instrument was acknowledged before me on this	day of by			
Nathan O Beauchamp, Menaging Member of Ada Outdoors, LLC				
My Commission Expires:	NOTARY PUBLIC			

SECURITY AGREEMENT	DATE OF NOTE 03/30/2023
Ada Outdoors, LLC Shawnee Outdoors, LLC Nathaniel O. Beauchamp  MACON STREET  1030 W 12 <sup>th</sup> Street  Ada, OK 74820	Citizen Potawatomi Community Development Corporation 1545 Gordon Cooper Drive Shawnee, Oklahoma 74801

- GRANT OK SECURITY INTEREST. For value received, the undersigned (referred to as "Dobtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness. For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Oklahoma and/or Cilizer Potawatend Nation ("UCC"), and not defined in this Agreement has the meaning given to the term in the UCC. Debtor's location (if other than the address of the third and a COV.") the address reflected above) is in the state of OK\_\_\_
- II. DESCRIPTION OF COLLATERAL. The 'Collateral' shall include:

  PURCHASE MONEY INTEREST CLAIMED, including but not limited to all business assets to include all inventory, furniture, fixtures, accounts receivables, equipment of whatever kind or nature, wherever located, now awared or hereafter acquired, and all returns, repostessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto and thereof and all proceeds thereof, (whether in the form of each, instruments, chattel paper, general intengibles, accounts or otherwise), 66,560 of 9 num platel among and 55,000 556 rifle among and undeveloped R/E in Ada Oklahoma.

  The term 'Collateral' also includes to the extent not listed above as original collateral:
- After-Acquired Property, After-acquired property; provided, however, the security interest will not attach to (a) consumer goods, other than an accession when given as additional accounty, unless the Debtor acquires rights in them within 10 days after the Secured Party gives value; or (b) a commercial fort claim.
- Proceeds, Proceeds, products, additions, substitutions and accessions of the Collateral.
- Deposits. Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any indebtedness due from Secured Party to Debtor, and any deposit or credit balances due from Secured Party to Debtor, and Secured Party may at any nino while the whole or any part of die Indebtedness remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward payment of dio Indebtedness or any obligation of Debtor to Secured Party
- annied toward payment of the indebtedness or any obligation of Debtor to Secured Part

  III. SECURED INDESTEDNESS. The recurity interest granted under this Agreement scourse
  the following (nettered to as the "Indebtedness"): (1) the performance of all of the
  agreements, obligations, coverants and warrandles of Debtor to Secured Party of a the standard of Debtor to
  Secured Party of a twenty that and description, including (a) all possibloary notes given front
  Debtor to Secured Party, (b) all future advances from Secured Party to Debtor, whether in
  the form of a loss for a similar or different purpose than any other fount to Debtor, (c)
  Debtor's overdards, whether business or personal, (d) direct or indrest liabilities, (e)
  liabilities due or to become due and whether absolute or contingent, and (f) liabilities (e)
  liabilities due to independ and however evidenced; (d) all extensions, renownts and
  deferrals of liabilities of Debtor to Secured Party for any term or turns, to which the
  undersigned hereby contents; (4) all interest and other finance charges due or to become due
  on the liabilities of Debtor to Secured Party for any term or turns, to which the
  undersigned hereby contents; (4) all interest and other finance charges due or to become due
  on the liabilities of Debtor to Secured Party for any term or turns, to which the
  undersigned hereby contents; (4) all interest and other finance charges due or to become due
  on the liabilities of Debtor to Secured Party involving
  the performance or scarce-ment of Debtor to Secured Party involving
  the performance or scarce-ment of Debtor to Secured Party in the collection
  and (6) All costs, stimonary frees and other expenditures of Secured Party in the collection
  and enforcement of any obligation or liability of Debtor to Secured Party in the collection
  and enforcement of any obligation or involved Party and in the
  collection and enforcement, sale or other liquidation of any of the Collateral.

  IV. GENERAL PROVISIONS

sild enforcement of any abligation or liability of Deblor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collateral.

GENERAL PROVISIONS.

1. GOVERNING LAMY. Motarithatisading any provision to the contrary, the two of Critican Potawatomi Nation will govern the construction and enforcement of this agreement. All parties understand and agree that Critican Potawatomi Nation Tribal Court has jurisdiction to resolve any dispute under this agreement and the parties do hereby submit to the personal jurisdiction of, and walve any objection to reason in, the Critican Potawatomi Nation Tribal Court for the resolvition of any dispute artising out of this agreement.

2. WANVERS. No set, delay or omission, lockleding Secured Party's written express waiver of a rester's right and remodies and expressly varied in writing under this Agreement of Secured Party's rights and remodies not expressly varied in writing under this Agreement or any other agreement between the parties. All of Secured Party's rights and remodies are cumulative and may be exercited singly or concurredly. The waiver or exercise of any other grists are remodeled upon ally subsequent default. No waiver, change, modification or discharge of any error stream of the Party's rights for remodies or Deblor's dulies as specified or allowed by this Agreement will be affective unless in writing and rigned by a duly subnorized officer or Secured Party. Acceptance of any partial or late payment shall not constitute a waiver of any requirement of this Agreement or impose any additional solification dulies upon Secured Party. Deblor and all other signers, fooloding guarantors, further constant to substitution, impairment, release or substitution, impairment, release or substitution, impairment, release or mapperfection with tegande of darkly, notice of faithands in a section and an extension of the contention of the payment due, partial prymotes, or makes the or and as a signer, and is binding upon Deblor's heles, executor

representing Debtor his any right to advances under any instrument or document secured by this Agreement.

4. CHANGIS IN TERMS. Scowed Party reserves the right to change ally of the terms of this Agreement in secondance with populcable law and the provisions of this Agreement.

5. TERM OF AGREEMENT. This Agreement, and the security interest created by this Agreement certain by the Agreement certain by the Agreement certain by the Agreement certain by the Agreement is certify interest created by this Agreement is certified interest certain by the security interest created by this Agreement is certified the Agreement of the white of the Agreement is complete, transfer or assign is register under this Agreement is whole or in part, and any transferse or assigned with the security interest of the parts of them so pledged, transfer and. Debtor's rights under this Agreement or the parts of them so pledged, transfer and. Debtor's rights under this Agreement or in the Collisteral may not be assigned without Secured Party's prior written consent.

- 7. IOINT AND SEVERAL RESPONSIBILITY OF DEBTOR AND SURFITIES. The responsibilities of Debtor and any co-debtor, guarantee, anothy or accommendation party under this Agreement are joint and several, and the references to Debtor in this Agreement shall be deemed to refer to each nuch person, including any person who pledges Collateral evant if such pledges is not otherwise libile under any promissory zote, garranty or other instrument accured by this Agreement.

  S. SEPARABILITY OF PROVISIONS. If any provision of this Agreement shall be construed as if such invalidity or uncafforcability thall not affect any other provision of this Agreement shall be construed as if such invalid or unenforceable such invalidity or uncafforcability thall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision but never existed.

  9. ENTIRE AGREEMENT This Agreement, together with any mortizage of real estate which may be Collateral, constitutes the entire agreement between the parties with respect to the subjects addressed therein. This Agreement may be anneaded or modified only by a writing signed by Secured Party specifying that it is a modification, anneadment

- EVENTS OF DEFAULT. Debtor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions, called "Events of
  - hippening of any one or more of the following events or conditions, called "Events of Default' in this Agreement:

    i. If any warranty, coverant, agreement, representation, financial information or statement made or furnished to Secured Party by Debtor, any guaranter or surely, or otherwise on Debtor's behalf to induce Secured Party to enter note this Agreement, or in conjunction with it, is violated or proves to have been faire in any material respect when made or furnished

- made or farnished

  2. [Fany payment required in this Agreement or under any other agreement or obligation of Debitor to Secured Party or to others is not made when does or in accordance with the terms of the applicable contract.

  3. If Debitor definitis in the performance of any coverant, obligation, warranly, or provision contained in this Agreement or any other agreement, mostages or obligation of Debitor to Secured Party or to others, including without limitation Debitor's failure to insure the Collateral, and a considered party or to insure the Collateral or any other agreement, or undertaking.

  3. If any own are condition exists or occurs which results in acceleration of the maturity of ally obligation of Debitor to Secured Party or to exters under any note, mortgage, indeadure, agreement, or undertaking.

  5. If anyone makes any lavy against or estace, gamines or attaches any of the Collateral; if Debitor consensually encumbers any of the Collateral; or If Debitor relie, leases, or chrevite disposes of any of the Collateral without Secured Party's prior written contents as required by this Agreement or ally mortgage executed in connection with this Agreement.

- as required by this Agreement or ally mortgage executed in connection with this Agreement.

  6. It his Collisteral is lost, stolen, substantially damaged or destroyed.

  7. It, in Secured Party's judgment, the Collisteral becomes unsatisfactory or insufficient in character or value, and upon request Debtor fills to provide additional Collisteral as required by Secured Party, in its sole discretion, believes the prospect of payment or performance of any duty, coverant, warranty or obligation recover by this Agreement is impaired.

  9. If Debtor or any guarantor or surety dies, distolves, terminates existence, or becomes insolvent; if a receiver is appointed over any put of Debtor's property or any put of the Collisteral; if Debtor makes an assignment for the benefit of orditors; or if any proceeding is commenced under ally bankrupty or fundivency law by or against Debtor any guarantor or surety for Dabtor.

  10. If the Collisteral is received from the location specified in this Agreement or in a reparate notice to Secured Party without Secured Party's prior writing content accept for temporary periods in the normal and outtomary use of the Collisteral factors are reparted in the content of the province of the collisteral factors are the interest reflected in the report.

  1. Secured Party shall received as a my time following the Coloning a filing office report indicating that Secured Party's accountly interest is not prior to all other accountly interests or other interests reflected in the report.

- ADDITIONAL PROVISIONS. The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement,

SSSSSECURED PARTIES SIGNATURES SAN	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	CNATURE(S)
Citizen Potawatomi Community Development Corporation		ACA
	Nathanlel O. Beauchamp, Managing Member	Nathaniol O. Boauchenp, Individual
Adolf Titte	Nathaniel O. Beauchamp, Managing Member	Nativiniel O. Beauchimp, Individual

### ADDITIONAL PROVISIONS

#### DEBTOR EXPRESSLY REPRESENTS, WARRANTS, COVENANTS AND AGREES

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PERFECTIVITIES NO COVERANTS NO

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12. CHATTEL PAPER. If the Calenda inches chees paper, Debut and not create any choice paper without pixels a loggest on the charle paper complibile in Second Party Laboring that Second Party has a secondly factoral in the cheesed proper.

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Listininas an Soft-Halling for decayes which the Citien Patients of Community Development Corporation may be found responsible must use solely prevent to this Agrangest and shall be privily limited to only the property of the long the Corporation's equity learned to the Debtor's enterprise, or the Corporation's security laurent is Obliged's property (whichever is greater), and such recovery, if any, shall be excludedly limited to only the surent of the Corporation.

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(If the provided of Delivit, and it any intertion, Secured Purty rang, except as observing provided by Itw, at its option and without position or domaid to Delivot, exercise any and all rights and remedies provided by the UCC, as well as all other digits and remedies Secured Party possesses, Leadings with one librities to the right to:

1. Delaw all liabilities recorded by the Agreement leanability due and graphic, and/or proceed to enforce payment and performance of all such liabilities, provided that upon any prepayment in fall of the unpublic between the party delivery and between the payment and performance of all such liabilities, provided that upon any prepayment in fall of the unpublic between the party and between the payment is a fall of the unpublic between the payment and the payment is fall of the unpublic between the payment and the payment is fall of the unpublic between the payment is a fall of the unpublic between the payment is fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the unpublic between the payment is a fall of the payment is a fa

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- at which any put of such books and records may be identified and recove them. Any such properly and accessary is unforcement of Sourced Entry's rights half be returned to Debter on demand, or schemals upon compilities of true.

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GUARANTY AGREEMENT	DATE OF AGREEMENT 09/30/2023
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Ada Outdoors, LLC	Citizon Polawatomi
Shawnee Ouldoors, LLC	Community Development Corporation
Nathaniel O. Beauchamp	1545 Gordon Cooper Drive
	Shawnee, Oklahoma 74801
1030 W 12th Street	Shayned, Ortanoma 14001
Ada, OK 74820	The second secon

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- All rights of the Looks are consultive and not identified to the rights, spiring the modern good or now, with many the rights of the activately, and against up one or more of them, and equits all or list than all, which is possible the rights of its Looker are modern to the underlighed or the profession of the underlighed or many other party for such and or assets it may see fit and refers to ach of the underlighed or the other party for such and or assets it may see fit and refers to ach of the underlighed or other parties from the underlighed or the refersion of the underlined or the underlined or the refersion of - The Londier way might the Approaches or say of literights and powers worder by with all or any part of the lockblockers governated, and may make a might to my such and govern and on the security for the lockblockers. In the event of such individuals, the antiques that have the runs rights and recorder as if originally maned in this Approach to place of London, and the London shall thereafter be fully discharged from all responsibility with respect to any such individuals as a surgood,
- Unless expressly limited by a polific writing as set forth in this Gurrany Agreement, it is understood to be undirected in amount. If limited, it is understood the limit remost a fixed amount or perspense of any indebtedness remaining after applicables of the limit remost a fixed amount or perspense of any indebtedness remaining after applicables.
- Until the lookstateers of the Dalays have been paid in full, the underlying agrees to provide to the Londor from these to that upon demand such financial statements, copies of the returns, and wher information as to the underlyined as the Londor may researchly repair.
- Any despates or odus man credied by or due from the Londer to the underlyced may be see off against my and all liabilities of the underlyned to the Londer adding under the terms of this Gussely Agreement. The right granted by this prospectabilities to the adding to the algebra of the Londer under my standary business film or common law right of offices.
- Utili the obligations of the Biology have been puid in full the understanding specifically walves all rights of subregules to the fights of the Leader, any claim to any security or its value to which the Leader has recovers, and all rights of relativous excel or contributes from other puriles, whother principals of recommendation puries or governders.
- The underliged may, only by written sottes given to and received by Lender, withdraw only frost liability for additional indicatoriant of Distort accepted by or becomed to Lender after the time of receive of south notice by Lender. The liability and other agreements of the workening and this does not the receive for the continuous carried and the continuous carried and the continuous carried and the continuous carried from the continuous carried
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- The underlying specifically writer any right to state with 12 O.S. see, 616, 15 O.E. see, 341, or any like states, sad spree that the Lorder may apply the sound proceeds from the disposition of any security first to any requiresteed grades of the heldstates. Any party to this Coursely Agreement has right to waive stall by Jury and writers all objects to remove a non-tended by the Lorder uniting on of this Coursely Agreement.
- The undersigned whise us of this Gurnary Agreement, any state continues any superior and any superior and the state of this Gurnary Agreement, any state continues any superior and the state of the state of this Gurnary Agreement, and to that extent that he redemigned in rate a residence of the makeringsed a obligation under this Gurnary Agreement, and to that extent that the undersigned in rate a residence of the makeringsed a obligation under this Gurnary Agreement, and to that extent that the undersigned in rate a residence of the Debits in a scale that the state of the Gurnary Agreement and state this Gurnary Agreement and the state of the Individual state of the State
- The underligated, by slightly below, action riving naring read this Generaly Agreement, having reviewed in to the cases desired with their legal counsel, and receiving a copy of it and this receiving as explaints of any qualitant. The underligated may have been any included as a polytic country of the second - This Guranty and the chilguiness endenced in it are to be construed and gornmed by the laws of the state ladicated in the address of Lander above a shore.
- This Guerney Agrammat constitute the solder agrammed between the parties with respect to the obligations of the undersigned and the rights of the Londer under this Guerney Agrammed the Country Agrammed the sound be accorded except by an agrammed to writing signed by both the undersigned and the Londer. No condition as to the effectiveness or autocorness of this Guerney Agrammed while accept as stated in this Guerney Agrammed. Agrammed with a condition are to the effectiveness or autocorness of this Guerney Agrammed, all other colligations of the undersigned to the condition of the condition of the condition of the condition of the undersigned to the undersigned to the condition of the undersigned to the undersign
- Hodulton on Sait—Hability the damages which the China Festwittend Community Development Corporation may be Road responsible most arise study pursuant to this Agreement and shall be strictly limited to only the principal amount of the loss, the Corporation's squiry interest in the Debton's collegates, or the Corporation's secondly laterest in Obligon's property (whichever in ground), and such recovery, if any, shall be exclusively limited to only the artest of the Corporation.
- Northinitually, any provides to the contrary, the law of Citizen Feterateria Nullon will govern the construction and sufferences of this agreement. All parties understead and agree that Children Feteraterial Nullon William Fet

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Ada Outdo	DERTORS SAME(ST888888888888888888888888888888888888	XARAMGO MINAKINA MANUSA SASA			
	ors, and O. Beauchamp		Citizen Potawatomi Community		
TAMBUILOR	y Deadedaulh		Development Corporation		
			1545 Gordon Cooper Drive		
			Shawnee, Oklahoma 74801		
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		State of Organization: Okiahoma			
adopted by a memorandum limiting the p	il of the Members of the Company either n of action duly signed by all Members o	ipany y and the keeper or the Company records; ( at a meeting at which a quorum was present or the Company; (3) there is no provision in the C ving Resolutions which conform with the moviel	slow that: (1) 1 am a duly appointed and qualified Manager of (2) the following is a true and correct copy of Resolutions duly y unafilmous consent of the Members as evidenced by a ompany's Articles of Organization or Operating Agreement ons of the Articles and Operating Agreement; and (4) the		
*RESOLVED that any One (1) of the Managers of this Company be, and are by these Resolutions authorized, on behalf of this Company:  1. To unconditionally, absolutely and continually guarantee to the following named Financial Institution, hereinafter called Financial Institution:  Citizen Polawatomi Community Development Corporation					
that the follow	ng named Dobtor, hereinafter called Deb	tor: Ada Outdoors, LLC			
	insulvator, cluier as principal, guaranto	r, endorser, or in any other capacity, and whethe or form of such indebtedness. Including without	res or may at any later time become obligated to the Financial rereated by direct dealing with the Financial Institution or limitation, judgments, promissory notes, open accounts or any		
2.	To pledge and grant a security interest indebtedness,	in any and all assets of the Company as collateral	for the Indebtedness and/or the Company's guaranty of the		
3.	3. To execute and deliver such accurity agreements, assignments, guarantees, financing statements, lien entry forms and any other documents and agreements, and to do and perform such other sals as may be necessary and required in order to carry into effect the terms, provisions and conditions of, and to consummate the transactions contemplated by, these Resolutions.				
4.	To provide that any guaranty of the Industrial unlimited, except as follows: Infa	ebtedness, pledge of and/or security interest in th	o assets of the Company to the Financial Institution be		
FURTH and until and all d describe  THE UNDER Manager at th space is neede	y and will be to its benefit, and that the company's Artholes of Organization or Op BER RESOLVED, that these Resolutions of official notice in writing of such change occurrents and papers previously executed in these Resolutions are radified, adopte SIGNED FURTHER CERTIFIES that the present time, and that the signatures app d.)	xecution of any document, instrument or agreementing Agreement."  and authorities shall continue in full force and et shall be given to, and received and acknowledge d and/or delivered by any of the Managers of the d, continued and approved."  to following mamed persons have been duly appoperating below are the genuine and original signal.	horized in these Resolutions are in the best interest of the ent required in flutherance of these Resolutions is authorized  Teet until revoked or modified by resolution of the Members of by, the Financial Institution, and that all previous acts of Company in exercising any of the powers or matters  inted as Managers, that they continue to hold the position of tures of each, respectively: (Attach separate sheet if additional		
***************************************	**************************************		SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS		
	Nathaniel O. Beauchamp	Managing Member	101		
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	Managers of the Company (other than i		Manager		
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			O 2005 Citizen Polawatomi Community Development Corporation		



LIMITED LIABILITY COMPANY GUARANTY and PLEDGING RESOLUTION						
*******	DEBTORISMANIE (5)	ZNATMODIZELIO ATLICATUM (18888888	XXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
Shawnee Ou	tdoors, LLC		Citizen Potawatomi Community			
Nathaniel O.	Beauchamp		Development Corporation			
			1545 Gordon Cooper Drive			
			Shawnee, Oklahoma 74801			
			,			
		State of Organization: Oklahoma				
			·····			
THE UNDERSIONED CERTIFIES to the above-named Financial Institution as of the date set forth below that; (1) 1 am a duly appointed and qualified Manager of the above-named limited liability company (the "Company") and the keyer of the Company records; (2) the following is a true and correct copy of Resolutions duly adopted by all of the Members as evidenced by a serious consent of the Members as evidenced by a memorandum of action duly signed by all Members of the Company; (3) there is no provision in the Company's Articles of Organization or Operating Agreement limiting the power of the Members to adopt the following Resolutions which conform with the provisions of the Articles and Operating Agreement; and (4) the Resolutions which are quoted below are now in full force and effect:						
"Resoln 1.	"RESOLVED that any One (1) of the Managers of this Company be, and are by these Resolutions authorized, on behalf of this Company:  1. To unconditionally, absolutely and continually guarantee to the following named Financial Institution, hereinafter called Financial Institution:  Citizen Potawalomi Community Development Corporation					
that the followi	ng named Debtor, hereinafter called Deb	tor: Nathanici O. Beauchamp				
	Institution, either as principal, guaranto	r, endorsor, or in any other capacity, and whether or form of such indebtedness, including without I	res or may at any later time become obligated to the Financial created by direct dealing with the Financial Institution or limitation, judgments, promissory notes, open accounts or any			
2.	To pledge and grant a security interest in Indebtedness.	n any and all assets of the Company as collateral	for the Indebtedness and/or the Company's guaranty of the			
3.	<ol> <li>To execute and deliver such security agreements, assignments, guarantees, financing statements, lien entry forms and any other documents and agreements, and to do and perform such other acts as may be necessary and required in order to carry into effect the terms, provisions and conditions of, and to consummate the transactions contemplated by, these Resolutions.</li> </ol>					
4. To provide that any guaranty of the Indebtedness, pledge of and/or security interest in the assets of the Company to the Financial Institution be unlimited, except as follows: n/a						
	·					
FURTHER RESOLVED, that the Members of the Company have determined that the actions authorized in these Resolutions are in the best interest of the Company and will be to its benefit, and that the execution of any document, instrument or agreement required in furtherance of these Resolutions is authorized by the Company's Articles of Organization or Operating Agreement."						
"FURTHER RESOLVED, that these Resolutions and authorities shall continue in fult force and effect until revoked or modified by resolution of the Members and until official notice in writing of such charge shall be given to, and received and acknowledged by, the Financial Institution, and that all previous acts of and all documents and papers previously executed and/or delivered by any of the Managers of the Company in exercising any of the powers or matters described in these Resolutions are railified, adopted, confirmed and approved."						
THE UNDERSIGNED FURTHER CERTIFIES that the following named persons have been duly appointed as Managers, that they continue to hold the position of Manager at the present time, and that the signatures appearing below are the genuine and original signatures of each, respectively: (Atlach separate sheet if additional space is needed.)						
***********	WWW.WWW.WWW.WWW.WWW.WWW.WWW.WWW.WWW.WW		**************************************			
Nathaniel (	). Beauchamp	Member				
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	Being one of the Managers of the Company (other than the signing Manager),					
contum the ab	ove certificate as of the date set forth abo	рус.	Manager			
		·····	O 2005 Citizen Potawatomi Community Development Corporation			

